

# **Agreement**

Between Montgomery County Career Fire Fighters  
Association, International Association of Fire Fighters,  
Local 1664, AFL-CIO and Montgomery County  
Government, Montgomery County, Maryland

For the Years July 1, 2002 Through June 30, 2005

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
Article 1	RECOGNITION..... 2
Article 2	ORGANIZATIONAL SECURITY..... 2
Article 3	UNION ACTIVITIES..... 5
Article 4	VISITATION..... 6
Article 5	MANAGEMENT RIGHTS..... 6
Article 6	ANNUAL LEAVE..... 7
Article 7	SICK LEAVE..... 11
Article 8	PARENTAL LEAVE..... 16
Article 9	ADMINISTRATIVE LEAVE..... 18
Article 10	DISABILITY LEAVE..... 19
Article 11	FAMILY MEDICAL LEAVE..... 21
Article 12	LEAVE WITHOUT PAY..... 26
Article 13	RATE/TYPE OF COMPENSATION..... 30
Article 14	OVERTIME..... 30
Article 15	CALL BACK PAY..... 32
Article 16	HOLIDAYS..... 32
Article 17	SPECIAL DUTY DIFFERENTIALS..... 34
Article 18	SNOW EMERGENCY/GENERAL EMERGENCY PAY..... 37
Article 19	WAGES..... 37
Article 20	INSURANCE BENEFITS, COVERAGE, AND PREMIUMS..... 39
Article 21	TRAVEL..... 43
Article 22	PREVAILING RIGHTS..... 43
Article 23	HOURS OF WORK..... 44
Article 24	DAILY WORK SCHEDULE..... 47
Article 25	REPORTING TIME..... 47
Article 26	PERSONNEL FILES/RECORDS..... 47
Article 27	SENIORITY..... 52
Article 28	TRANSFERS..... 53
Article 29	PROMOTIONS..... 54
Article 30	DISCIPLINE..... 55
Article 31	UNION MEMBERSHIP ON APPARATUS SPECIFICATION COMMITTEE..... 58
Article 32	UNION MEMBERSHIP ON SELF-CONTAINED BREATHING APPARATUS ADVISORY COMMITTEE..... 58
Article 33	DFRS AWARDS COMMITTEE AND EMPLOYEE RECOGNITION..... 58
Article 34	LABOR MANAGEMENT COMMITTEE..... 59
Article 35	HEALTH AND SAFETY..... 59
Article 36	SHIFT STAFFING..... 61
Article 37	TRAINING REQUIREMENT..... 61
Article 38	CONTRACT GRIEVANCE PROCEDURE..... 62
Article 39	UNIFORM ADVISORY COMMITTEE..... 66

Article 40	EMPLOYEE STATUS.....	67
Article 41	PRINTING OF CONTRACT.....	69
Article 42	ECONOMIC AND NON-ECONOMIC PROVISIONS.....	69
Article 43	IMPASSE/FACT-FINDING.....	70
Article 44	SEVERABILITY.....	70
Article 45	ACTION BY MONTGOMERY COUNTY COUNCIL.....	70
Article 46	UNIFORMS AND EQUIPMENT.....	70
Article 47	EMPLOYEE ASSISTANCE PROGRAM.....	71
Article 48	JOB SHARING PROGRAM.....	72
Article 49	COMPENSATORY TIME.....	76
Article 50	DURATION OF CONTRACT.....	77
Article 51	PENSIONS.....	77
Article 52	PARAMEDIC CERTIFICATION AGREEMENT.....	80
Article 53	RESIGNATION.....	81
Article 54	TUITION ASSISTANCE.....	81
Article 55	SERVICE INCREMENTS.....	83
Article 56	DEMOTION.....	85
Article 57	EMERGENCY COMMUNICATIONS CENTER.....	87
Appendix I	SALARY SCHEDULE FOR FY 2003.....	91
Appendix II	SALARY SCHEDULE FOR FY 2004.....	92
Appendix III	SALARY SCHEDULE FOR FY 2005.....	93
Appendix IV-A	PROMOTION/TRANSFER AGREEMENT FOR POSITIONS REQUIRING PARAMEDIC CERTIFICATIONS.....	94
Appendix IV-B	AGREEMENT TO OBTAIN AND MAINTAIN PARAMEDIC CERTIFICATION.....	96
Appendix IV-C	AGREEMENT TO MAINTAIN PARAMEDIC CERTIFICATION (FOR EMPLOYEES HIRED AFTER AUGUST 1, 1998).....	98
Appendix V	MEMORANDUM OF UNDERSTANDING CONCERNING COMPENSATION FOR WORKING OUT OF CLASS.....	100
Appendix VI	DROP PLAN FEATURES.....	102
Appendix VII	DFRS DIRECTIVE NO. 93-26, <i>UNIFORM SHOES</i> .....	103
Appendix VIII	MEMORANDUMS OF UNDERSTANDING AND SIDE BAR LETTERS.....	104

**PREAMBLE**

This Collective Bargaining Agreement is entered into by Montgomery County, Maryland (hereinafter referred to as "Employer"), and Local #1664, Montgomery County Career Fire Fighters Association of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as "Union"), and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other conditions of employment for the employees covered hereunder.

An employee of the Union shall not either directly or indirectly cause, instigate, encourage, condone, or engage in any strike, nor the Employer in any lockout. An employee or the Union shall not obstruct, impede, or restrict, either directly or indirectly, any attempt to terminate a strike. Violation of this provision shall subject employees and the Union to sanctions as enumerated in Section 33-156 (c) of the Montgomery County Code, as amended.

## ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent of the **employees in the Montgomery County Fire and Rescue Services who are in the classification of: Fire Fighter/Rescuer I, Fire Fighter/Rescuer II, Fire Fighter/Rescuer III, Master Fire Fighter/Rescuer, Fire/Rescue Lieutenant, Fire/Rescue Captain** and who are associated with fire suppression, fire protection, fire communications, fire service training, rescue and emergency medical services, **fire investigation, fire code enforcement; excluding, however, those Lieutenants and Captains whose primary assignment is in budget, internal affairs, labor relations, human resources, public information, or quality assurance.**

## ARTICLE 2 - ORGANIZATIONAL SECURITY

### Section 2.1 Union Membership

- A. It shall be a continuing condition of employment that all bargaining unit employees: 1) shall become and remain members in good standing of the Union, or 2) pay a service fee, effective July 1, 1989. Within sixty (60) days of obtaining merit status and receipt of notification from the Union a bargaining unit employee shall exercise one of the choices above.
  - 1. Semi-annually the Employer shall provide the Union with an updated list of all employees of the Division of Fire and Rescue Services who at the time are in a probationary status. Such list shall contain the following information for each probationary employee: name, home address, current station assignment, and date of hire. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.
- B. The Union dues and service fees shall be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the Employer at least sixty (60) days prior to the effective date of the change, which shall be the first full pay period following July 1 of each year.
- C. The Union shall comply, in the administration of this Article, with Section 33-148 (1) of the Montgomery County Code, as amended; specifically, the Union shall adhere at all times to all federal constitutional requirements in its administration of any agency shop system maintained by it.
- D. The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of agency service fees or the resolution of disputes concerning agency service fees.

Section 2.2 Dues Check-Off

- A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, the Union shall be entitled to have the dues or service fees deducted from their pay checks on a bi-weekly basis. Such authorization shall be non-revocable and automatically renewed from year to year.
- B. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. Whenever the Union notifies the Employer to begin deducting the dues of any bargaining unit employee, said deductions shall begin no later than the second paycheck following the Union's notification. If the Employer fails to make the deduction within this period, the Union will notify the Employer who shall immediately correct the error. Aggregate deductions of all employees shall be remitted at least monthly to the Union along with an itemized statement.
- C. The Employer or its agents or representatives shall not encourage or discourage membership in the Union by discriminating in hiring, tenure, wages, hours, or conditions of employment. The Union, its agents, representatives and persons who work for it shall not restrain, coerce, or interfere with employee rights.
- D. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any list, notice, form, card, or assignment furnished under this Article.
- E. When a bargaining unit employee returns to work from a non-pay status, and upon appropriate certification from the Union that the employee owes back dues to the Union, the Employer shall deduct from the employee's next paycheck the full amount of back dues owed.

Section 2.3 Union Business

- A. The President of the Union or the President's designee shall be granted administrative leave up to 1248 hours per year for the purpose of discharging his official representational duties as Union President provided that the President and designee are not simultaneously covered by administrative leave.
- B. Members of the Union Executive Board, when scheduled to work, shall be granted four hours administrative leave to attend Executive Board meetings, not to exceed one meeting per month.
- C. All requests for administrative leave as defined in this Article 2 shall be submitted in writing by the Union to the Fire Administrator or his/her designee no later than

Agreement for the Years July 1, 2002, through June 30, 2005

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fourteen calendar days prior to the requested date. This advance notice period may be waived under extenuating circumstances by mutual agreement. Such requests shall not be unreasonably denied.

- D. In addition, members of the bargaining unit shall be assessed three (3) hours compensatory leave or annual leave per year (at the option of the employer) which shall be contributed to an administrative leave bank for the purpose of additional administrative leave to the President and/or other officers and officials of the Union. Administrative leave identified in this Subsection and Subsection A shall be the sole source of leave for the Union President and shall result in the President being placed on administrative leave full-time, except that the President shall continue to use annual and sick leave pursuant to applicable regulations and the provisions of this Agreement. Any residue in this leave bank at the end of any leave year shall not carry over to the next year.
- E. The President and two Vice Presidents of the Union shall be provided with one pager each of a type and design selected by the Employer to assist in their representational duties.
- F. An administrative leave bank of two hundred (200) hours shall be created for use by Union officers and officials to attend workshops, seminars, conferences, and conventions related to the conduct of their duties in the Union.

Section 2.4 Leave for Negotiations

Bargaining unit employees who are members of the Union negotiations committee shall receive reasonable Administrative Leave in connection with contract negotiations and preparations.

Section 2.5 Communication Distribution

- A. Provided always that the distribution needs of the Montgomery County Fire and Rescue Service (MCFRS) be paramount, the Union Office shall be included on the fire department courier service (when in operation) for distribution of official Union communications concerning representation of employees.
- B. The President of the Union shall receive all DFRS official department communications which affect bargaining unit employees.

Section 2.6 Bulletin Board Space

The Employer agrees to furnish and maintain reasonable bulletin board space in each work site. These bulletin boards shall be placed in a readily accessible work area and the space designated herein shall be for the exclusive use of the Union.

Section 2.7 Non-Participation in Volunteer Activities

Bargaining unit employees shall not participate in volunteer activities prohibited by any law, rule, or regulation.

Section 2.8 Bargaining Unit Information

Semi-annually the employer will provide the Union with a list of the following information for all permanent employees: name, address, telephone number (subject to release by the employee), duty station, pay grade, date of hire, date of assignment to and separation from the bargaining unit, and date of last promotion. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.

Section 2.9 Access to "FIRES" Data Base

The County will provide to the Union a "FIRES" terminal with the necessary software, communication line, monitor, and printer. Security access will be limited to the District Chief level.

Section 2.10 Non-discrimination

**While serving as President, the employee shall receive all increases in salary and applicable differentials that are afforded to bargaining unit members.**

**A bargaining unit employee who is elected or appointed as President of the Union shall be permitted to maintain any job-related certification(s) that he/she acquired prior to becoming President. The President will work the necessary shifts in the field and/or take any classes required to maintain his/her certification(s), and shall be compensated according to then current pay practices for such activities.**

ARTICLE 3 - UNION ACTIVITIES

The Employer agrees that during working hours on the Employer's premises, and without loss of pay, consistent with the use of administrative leave provided for in Article 2 of this agreement, the Union Executive Board representatives or other Union representatives shall be allowed to:

- A. Post Union notices in designated areas;
- B. Distribute Union literature in non-work areas;
- C. Consult with the Employer, representatives, local Union officers or other union representative concerning the enforcement of any provisions of this agreement; and



- D. Further, the President or designee shall continue to address the recruit classes at a mutually agreeable time.

#### ARTICLE 4 - VISITATION

The Employer agrees that representatives of the Local Union, regional representatives, or international representatives, shall have reasonable access to any work site at anytime during working hours to conduct Union business as long as such visits will not interfere with the conduct of normal Employer's business and the employee's work. Representatives shall report to the supervisor or designee upon entering a facility.

#### ARTICLE 5 - MANAGEMENT RIGHTS

This agreement shall not impair the right and responsibility of the employer to:

- A. Determine the overall budget and mission of the Employer and any agency of County government.
- B. Maintain and improve the efficiency and effectiveness of operations.
- C. Determine the services to be rendered and the operations to be performed.
- D. Determine the overall organizational structure, methods, processes, means, job classifications and personnel by which operations are to be conducted and the location of facilities.
- E. Direct and supervise employees.
- F. Hire, select and establish the standards governing promotion of employees and classify positions.
- G. Relieve employees from duties because of lack of work or funds, or under conditions when the Employer determines continued work would be inefficient or nonproductive.
- H. Take actions to carry out the mission of government in situations of emergency.
- I. Transfer, assign and schedule employees.
- J. Determine the size, grades and composition of work force.
- K. Set the standards of productivity and technology.
- L. Establish employee performance standards and evaluate employees, except that evaluation procedures shall be a subject for bargaining.

- M. Make and implement systems for awarding outstanding service increments, extraordinary performance awards and other merit awards.
- N. Introduce new or improved technology, research, development and services.
- O. Control and regulate the use of machinery, equipment, and other property and facilities of the Employer, subject to the Employer's duty to bargain matters affecting the health and safety of employees.
- P. Maintain internal security standards.
- Q. Create, alter, combine, contract out or abolish any job classification, department, operation, unit or other division or service, provided that no contracting of work which will displace employees may be undertaken by the Employer unless ninety (90) days prior to signing the contract, or such other date of notice as agreed by the parties, written notice has been given to the certified representative.
- R. Suspend, discharge or otherwise discipline employees for cause, except that, subject to Charter Section 404, any such action may be subject to the grievance procedure set forth in this collective bargaining Agreement.
- S. Issue and enforce rules, policies and regulations necessary to carry out these and all other managerial functions which are not inconsistent with this law, Federal or State law or the terms of this collective bargaining Agreement.

## ARTICLE 6 - ANNUAL LEAVE

### Section 6.1 Definition

Annual leave is earned, paid leave granted to eligible employees for vacations and other personal use.

### Section 6.2 Eligibility

All bargaining unit employees are eligible to earn annual leave.

### Section 6.3 Leave Year

The leave year begins with the first full payroll period of a calendar year and ends with the payroll period in which December 31 falls. Prior to each December 31, employees shall indicate their preferences for annual leave to be taken during the following leave year and they shall be informed by DFRS as to whether their selections are approved or disapproved. For employees covered by this agreement, annual leave selections shall be awarded on the basis of seniority.

Section 6.4 Leave Accounting Period

The leave accounting period must be established by the Chief Administrative Officer.

Section 6.5 Accrual Rates

- A. Bargaining unit employees with less than 3 years of County service earn annual leave at the rate of 120 hours per leave year. Full-time employees with at least/a minimum of 3 years, but less than 15 years of County service earn annual leave at the rate of 160 hours per leave year. Full-time employees with 15 years or more of County service earn annual leave at the rate of 208 hours per leave year.
- B. Notwithstanding accrual rates established for employees under this section, as of January 3, 1988, bargaining unit employees assigned to a 2,496-hour work year earn annual leave at the following rates:
  - 1. Less than 3 years County service - 144 hours per leave year.
  - 2. With at least/a minimum of 3 years but less than 15 years of County service - 192 hours per leave year.
  - 3. With 15 years or more of County service - 249 hours per leave year.
- C. Further, Bargaining unit employees assigned to a 2,184-hour work year earn annual leave at the following rates:
  - 1. Less than 3 years County service - 126 hours per leave year.
  - 2. With 3 years but less than 15 years of County service - 168 hours per leave year.
  - 3. With 15 years or more of County service - 219 hours.

Section 6.6 Changes in Accrual Rates

Annual leave accrual rate changes are effective the first day of the leave accounting period in which the employee completes 3 years or 15 years of County service.

Section 6.7 Maximum Accumulation

Maximum accumulation amounts apply only to the amount of annual leave that may be carried over from one leave year to the next and do not limit accumulated leave balances during the leave year.

- A. An employee who began work on or before December 31, 1956, may accumulate annual leave up to a maximum of 560 hours, provided the employee has been continuously employed since that date. An employee assigned to a 2,496 or 2,184-hour year and who meets this condition may

accumulate annual leave up to a maximum of 672 or 588 hours respectively. An employee who began work on or before December 31, 1956, who subsequently has used accumulated annual leave in excess of 320 hours for the purposes of purchasing retirement service credits may only accumulate annual leave up to a maximum of 320 hours. Bargaining unit employees assigned to a 2,496 or 2,184-hour work year and who meets this condition may accumulate annual leave up to 384 or 336 hours respectively.

- B. An employee hired on or after January 1, 1957, but prior to July 1, 1972, may accumulate annual leave up to a maximum of 320 hours. A bargaining unit employee assigned to a 2,496 or 2,184-hour work year and who meet this condition may accumulate annual leave up to 384 or 336 hours, respectively.
- C. An employee hired on or after July 1, 1972, may accumulate annual leave up to a maximum of 240 hours. A bargaining unit employee assigned to a 2,496 or 2,184-hour work year and who meets this condition may accumulate annual leave up to 288 or 252 hours, respectively.

#### Section 6.8 Annual Leave in Excess of Maximum Accumulation

All accumulated leave in excess of the authorized maximum is forfeited at the end of leave year. All annual leave forfeited at the end of a leave year for being in excess of an employee's maximum allowable accumulation must be credited to that employee's accumulated sick leave. **Subject to budget limitations and the availability of funds, an employee may elect to be paid up to 50 percent of the excess leave accrued in the current leave year (at the employee's rate of pay at the end of the year) and transfer the remaining excess leave to the employee's accumulated sick leave.** However, if management has denied an employee the opportunity to use leave in excess of the maximum allowable accumulation during that leave year, that amount may be carried over for a period of one year, even if in excess of the maximum allowable accumulation during that leave year, but must be forfeited to sick leave if not used during that period.

#### Section 6.9 Disposition of Accumulated Annual Leave at Separation from County Service

Upon leaving the County service, an employee must receive a lump-sum payment at the employee's current rate of pay for the total accrued annual leave as of the date of separation, less any indebtedness to the County Government. In the event of an employee's death, the employee's estate or designated beneficiary or beneficiaries, if permissible by law, must be paid for all accrued annual leave. The designated beneficiary must be as specified by the employee or as designated under the Employee's Retirement System of Montgomery County, if not named specifically.

Section 6.10 Transfer of Annual Leave to Another Agency

An individual who resigns employment with one County or bi-County agency to accept employment with another County or bi-County agency, without a break in service, may transfer accumulated annual leave to the new employing agency subject to any limitation that agency may have, provided there is a signed agreement of reciprocity between the two agencies.

Section 6.11 Use of Annual Leave for FMLA Purposes

Employees must be allowed to use accrued annual leave for any Family and Medical Leave Act purpose in accordance with Article 11 of this Agreement.

Section 6.12 Adjustment to Leave

Whenever an employee is reassigned to a different work schedule that results in a change in the average number of hours in his/her workweek, the annual leave which the employee has accumulated immediately preceding the change in his/her work schedule shall be adjusted by multiplying the employee's accumulated leave balance by the following conversion factor, as appropriate:

FROM WORK WEEK	TO WORK WEEK	CONVERSION FACTOR
48	40	.833
40	48	1.200
42	40	.952
40	42	1.050
48	42	.875
42	48	1.143

Section 6.13 Annual Leave Slots

The number of vacation leave slots for 24-hour shift workers in the Bureau of Operations (field staffing) per day shall be equal to twelve percent (12%) of the sum of the average number of employees per shift as of October 1<sup>st</sup> and one-third of any career recruit class in session on October 1<sup>st</sup>. The number of vacation leave slots for day workers in the Bureau of Operations (field staffing) per day shall be equal to twelve percent (12%) of the day worker complement on October 1<sup>st</sup>.

The number of casual leave slots for 24-hour shift workers in the Bureau of Operations (field staffing) per day shall be equal to nine percent (9%) of the sum of the average number of

employees per shift on October 1<sup>st</sup> and one-third of any career recruit class in session on October 1<sup>st</sup>. The number of casual leave slots for day workers in the Bureau of Operations (field staffing) per day shall be equal to nine percent (9%) of the day work complement on October 1<sup>st</sup>.

The number of daily leave slots, both vacation and casual, shall be in effect for an entire calendar year, and shall be calculated each fall, prior to the time that vacation leave is selected for the next calendar year. Any fractional numbers resulting from the annual calculation shall be rounded up to the next whole number.

**Section 6.14 Casual Leave Procedure:**

- A. Casual leave shall be canceled no less than 12 hours before the affected dayshift or 10 hours before the affected nightshift.**
- B. The employee requesting casual leave shall request such leave not earlier than thirty (30) days before the requested date, and not later than 2100 hours on the day before the leave day being requested. An employee may contact the scheduler by telephone to determine leave availability at any time. If leave is available and granted within the above parameters, the scheduler will complete a leave slip and forward it to the employee's assigned station. Requests for casual leave will be granted or denied by the Scheduler in accordance with the established number of leave slots available.**
- C. Casual leave may be approved after the beginning of a shift if leave slots are available, provided that service needs are met. Personnel being granted "same-day casual leave" must remain on duty at the work-site until their relief arrives.**
- D. If leave slots are available and the casual leave request is granted, leave will be granted on a first-come, first-served basis.**

**ARTICLE 7 - SICK LEAVE**

**Section 7.1 Definition**

- A. Sick leave is earned, paid leave granted to eligible employees for periods of absence because of personal illness, injury, medical quarantine, medical, dental or optical examinations and treatments, or any temporary disability caused or contributed to by pregnancy, miscarriage, or child-birth.**
- B. An employee may also use sick leave for an illness, injury, medical quarantine, medical, dental, or optical examinations and treatments in the immediate family or for the purpose of attending to the immediate family at the time of birth or adoption of a child, provided the time used is not for a period more than the**

amount of sick leave earned in any calendar year, except an employee may request a waiver of this limitation from the Chief Administrative Officer or designee.

- C. Parents of a newborn or newly adopted child may use a sick leave amount in excess of that which is earned in any calendar year when such leave is taken in connection with parental leave as provided in Article 8 of this Agreement.
- D. Immediate family is defined in this Article as parent, stepparent, spouse, brother or sister, child or stepchild, spouse's parent, grandparent, spouse's grandparent, grandchild or legal guardian. The Chief Administrative Officer or designee may approve an employee's use of sick leave to care for an individual who lives with the employee in the employee's residence and who either is related to the employee by blood or has a close association with the employee that is the equivalent of a family relationship. In extenuating circumstances, the Chief Administrative Officer or designee may authorize extension of this definition to other relatives.

Section 7.2 Eligibility

All bargaining unit employees are eligible to earn sick leave.

Section 7.3 Leave Year

The leave year begins with the first full pay period of a calendar year and ends with the payroll period in which December 31 falls.

Section 7.4 Leave Accounting Period

The leave accounting period must be established by the Chief Administrative Officer.

Section 7.5 Accrual Rates

Bargaining unit employees assigned to a 2,496-hour work year earn 144 hours of sick leave per year. Bargaining unit employees assigned to a 2,184-hour work year earn 126 hours of sick leave per year. Notwithstanding the accrual rate provided for above, employees in the bargaining unit who work a schedule of 2,080 hours in the work year earn 120 hours of sick leave per year.

Section 7.6 Maximum Allowable Accumulation

Sick leave may be accumulated without limit.

Section 7.7 Sick Leave Use:

**A. Sick Leave Pilot Program.**

- 1. The Union and the Employer agree to implement a one-year pilot program covering bargaining unit members' use of sick leave. The**

pilot program will begin on July 1, 2002, and end on June 30, 2003. During the one-year pilot program, employees may use accrued sick leave if approved by the employee's supervisor in accordance with established procedures applicable for normal sick leave usage. Additionally, during the pilot period, supervisors may request written certification from the employee's licensed health care provider on any occasion that misuse or abuse of sick leave is reasonably suspected, provided, however, that any such request shall be made on the day that the employee takes sick leave, unless the employee has been previously advised that written certification will be required.

2. At the beginning of the pilot period, the Employer will calculate the total, aggregate amount of sick leave used by all employees during the time period from July 1, 2001 through June 30, 2002. This figure will serve as the pilot program's baseline for sick leave usage. Sick leave use is defined as the use of sick leave, family sick leave, sick leave on work substitution, and family sick leave on work substitution. The Employer will calculate sick leave use by employees during the one-year pilot period, beginning July 1, 2002. At the end of the pilot program period all sick leave used, as defined above, will be aggregated. If the total amount of sick leave used by all employees in the bargaining unit during the one-year pilot program increases by more than 5,000 hours over the total amount of sick leave used during the baseline period from July 1, 2001 through June 30, 2002, the parties agree that the pilot program described in this Subsection A will be terminated, and that the Alternative Sick Leave Procedure of Subsection B, below, will apply during the remainder of the term of this Agreement.
3. However, if the use of sick leave by employees does not increase by more than 5,000 hours over the baseline amount of sick leave usage during the one-year pilot program, then the parties agree to continue the pilot program's leave usage procedure for an additional year, beginning July 1, 2003. If the pilot program is extended for an additional year, the Employer will monitor sick leave usage during the second year of the pilot program. At the end of the second year of the pilot program, all sick leave used, as defined above, will be aggregated. If the total amount of sick leave used by all employees during the second year of the pilot program increases by more than 5,000 hours over the total amount of sick leave used during the baseline period from July 1, 2001 through June 30, 2002, the parties agree that the pilot program described in this Subsection A will be terminated, and that the Alternate Sick Leave Procedure of Subsection B, below, will apply during the remainder of the term of this Contract. Provided, however, if the use of sick leave by employees does not increase by more than



**5,000 hours over the baseline amount of sick leave usage during the second year of the pilot program, then the parties agree to continue the pilot program's leave usage procedure during the remainder of the term of this Agreement.**

**B. Alternate Sick Leave Procedure.**

**The parties agree that the following sick leave usage procedure will apply beginning on July 1, 2003, if the pilot program described above is terminated on June 30, 2003, under the terms of Subsection A above. The parties further agree that the following sick leave usage procedure will apply beginning on July 1, 2004, if the pilot program described above is terminated on June 30, 2004, under the terms of Subsection A above.**

- 1. During any consecutive twelve (12) month period, an employee on the 24/48 work schedule who uses more than three (3) shifts (or an equivalent number of hours) of sick leave that are not substantiated by an original medical certification from a licensed health care provider may have his/her use of sick leave restricted as defined in DFRS Policy 508.2. During any consecutive twelve (12) month period, an employee on either a 40 or 42-hour workweek may be similarly restricted after using more than four (4) shifts (or an equivalent number of hours) of sick leave that are not substantiated by an original medical certification from a licensed health care provider.**
- 2. Supervisors may require an employee to provide medical certification from a health care provider any time that misuse/abuse of sick leave is reasonably suspected.**

**Section 7.8 Subrogation**

When the accident, injury, or illness for which sick leave is used was caused under circumstances creating a legal liability in a third party, the County has the right of subrogation and the right to enforce the legal liability of the third party. Whenever the employee is reimbursed for sick leave by the legally liable third party, the County must be repaid for all sick leave used, less attorney's fees. Upon repayment of monies, the sick leave used must be re-credited to the employee's leave account.

**Section 7.9 Disposition of Accumulated Sick Leave at Separation from County Service**

Accumulated sick leave must be forfeited upon separation for any purpose other than retirement. Accumulated sick leave is creditable for retirement purposes as provided in the employee's retirement system of Montgomery County.

Section 7.10 Reinstatement or Transfer of Accumulated Sick Leave

- A. Reinstatement. Employees who return to County service within two years must be re-credited the accumulated sick leave forfeited at the time of separation.
- B. Transfer. An individual who resigns employment with one County or bi-County agency to accept employment with another County or bi-County agency without a break in service may transfer all accumulated sick leave to the new employing agency, subject to limitations that agency may have, provided there is a signed agreement of reciprocity between the two agencies.

Section 7.11 Use of Sick Leave for FMLA Purposes

Employees must be allowed to use accrued sick leave for the following Family and Medical Leave Act purposes in accordance with Article 11 of this Agreement:

- A. To care for the employee's newborn or newly adopted child, provided that the leave qualifies as parental leave under Article 8 of this Agreement;
- B. To care for the employee's newborn or newly adopted child, if the leave does not qualify as parental leave under Article 8 of this Agreement, subject to the limitations on family sick leave in Section 7.1 of this Agreement;
- C. To obtain prenatal care for the employee;
- D. To care for, or arrange care for, any of the following with a serious health condition: the employee's spouse, a minor child, adult son or daughter incapable of self care, or parent, subject to the limitations on family sick leave in Section 7.1;
- E. Because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

Section 7.12 Procedure When an Employee is Relieved From Duty

The procedure outlined below will be followed whenever a supervisor relieves an employee from duty because of a perceived illness or injury:

- A. The employee may choose to be placed on approved sick leave, or the employee may decline sick leave; if the latter occurs, then
- B. Upon approval of the DFRS Shift Chief, the employee's supervisor will direct the employee to report to the Occupational Medical Section (OMS). If OMS is closed, the employee will be directed to the nearest Hospital Emergency Room or Walk-in Clinic for an examination. In addition, if the employee must go to an

Agreement for the Years July 1, 2002, through June 30, 2005

emergency room or clinic, the employer shall pay all costs associated with the examination.

- C. If recommended by the OMS or another physician, the DFRS Shift Chief or Bureau Chief may relieve the employee from duty. The employee may elect to use approved sick leave or leave without pay for the remainder of that shift only.

**Section 7.13 Adjustment to Leave**

Whenever an employee is reassigned to a different work schedule that results in a change in the average number of hours in his/her workweek, the sick leave which the employee has accumulated immediately preceding the change in his/her work schedule shall be adjusted by multiplying the employee's accumulated leave balance by the following conversion factor, as appropriate:

<b>FROM WORK WEEK</b>	<b>TO WORK WEEK</b>	<b>CONVERSION FACTOR</b>
48	40	.833
40	48	1.200
42	40	.952
40	42	1.050
48	42	.875
42	48	1.143

**ARTICLE 8 - PARENTAL LEAVE**

**Section 8.1 Grants of Parental Leave**

A bargaining unit employee must be allowed to use up to 864 hours if working a 2,496 hour work year, 756 hours if working a 2,184 hour work year or 720 hours if working a 2,080 hour work year, of any combination of sick, annual, or compensatory leave and leave without pay during any twenty-four month period to care for:

- A. A newborn child of the employee, or  
B. A newly adopted child of the employee.

Section 8.2 Use of Parental Leave

All leave taken under this section shall be consistent with established policy and procedure and:

- A. Must be used within 12 months of the birth of the child or placement with the employee for adoption.
- B. At the election of the employee, may be used on a continuing basis.
- C. With the approval of the supervisor, may be used -
  - 1. Under a method involving a reduced workday or workweek,
  - 2. On an intermittent basis, or
  - 3. Any combination thereof.
- D. May be in addition to any other leave taken under these regulations.
- E. Is subject to a 30-day advance notice requirement.
- F. The use of parental leave under this section for a Family and Medical Leave Act (FMLA) purpose will be considered to be FMLA leave and count towards the FMLA entitlement of 12 weeks of leave in a leave year. However, compensatory time used as parental leave cannot be counted as FMLA leave.
- G. An employee who has exhausted the parental leave provided under this section (720 to 864 hours in a 24-month period), may still be entitled to use up to 12 weeks of FMLA leave in a leave year in accordance with Article 11 of this Agreement.

Section 8.3 Relation to Other Benefits

A merit system employee who uses leave without pay under this section will retain all health and life insurance benefits for the entire period.

Section 8.4 Limitations on Sick Leave Usage

- A. Any use of sick leave for either medical reasons or for the purpose of attending the immediate family at the time of birth or adoption of a child must be deducted from the 720, 756, or 864 hours, as applicable.
- B. Sick leave donations may not be used to cover absences occurring under this section.

ARTICLE 9 - ADMINISTRATIVE LEAVE

Administrative leave is paid leave which the Chief Administrative Officer, or designee may grant to:

- A. An employee or groups of employees in cases of:
  - 1. General or public emergency, or
  - 2. An unhealthy or dangerous situation in a County facility.
- B. An employee who is relieved of duties pending:
  - 1. An investigation of incidents or charges,
  - 2. Removal, or
  - 3. A determination as to fitness for continued duty.
- C. An employee for attendance at officially approved meetings or conferences.
- D. **An employee who is called to jury service, or who is subpoenaed as a witness in a civil or criminal court case or in an administrative agency hearing. Administrative leave will not be granted, however, to an employee who is subpoenaed to appear in a court or administrative case in which the employee is a party, unless the case is related to the employee's official duties. In the event an employee is called to court for a case in which the employee is a party that is not related to the employee's official duties, the employee shall be permitted to use his/her own leave but the use of this leave will not count toward the number of leave slots (annual or casual) in Section 6.13 of the agreement.**
- E. An employee under other circumstances as the Chief Administrative Officer determines necessary and in the best interest of the County government.
- F. An employee may be granted paid leave for a maximum of three (3) consecutive calendar days, except employees working a "day work" schedule may be granted paid leave for a maximum of three (3) consecutive work days, in the event of a death in the immediate family (i.e. parent, stepparent, spouse, brother or sister, child or stepchild, grandchild, spouse's parent, grandparent, spouse's grandparent, legal guardian, or any other relative living with the employee at the time of death). The Chief Administrative Officer or designee may approve administrative leave for an employee who has experienced the death of an individual who was related to the employee through blood or affinity and who had a close association with the employee that was the equivalent of a family relationship. The Chief Administrative Officer may approve administrative leave for other relatives; and

- G. An employee who is a member of a reserve component of the armed forces of the United States, shall be granted paid administrative leave for one annual two-week training purpose not to exceed 15 days annually.
- H. Application for administrative leave for military training should be made immediately upon receipt of orders for active duty for training in accordance with procedures established by the Chief Administrative Officer.
- I. The Chief Administrative Officer may permit waiver of the limitation when two annual training periods are scheduled in one calendar year.
- J. An employee who is a member of a reserve component of the armed forces of the United States is not entitled to paid administrative leave for purposes of attending monthly drills. The employee may use annual or compensatory leave or arrange career stand-by in order to attend these monthly drills. Career stand-by will be approved liberally contingent on operational needs. When no leave slots are available, annual or compensatory leave will be granted above the leave slot cap for the purpose of attending monthly drills. When leave slots are available, leave taken to attend monthly drills will count towards the leave slot cap.

## ARTICLE 10 - DISABILITY LEAVE

### Section 10.1 Service Connected Injury

Upon certification of an employee's on-duty Shift Chief, approved by the Fire Administrator or designee, and based on written certification by an employee's physician, if presented, that an employee is absent due to service-connected injury/illness, the employee shall immediately be placed on administrative leave until a determination concerning eligibility for compensation has been made by the Division of Risk Management, Department of Finance. It is further agreed that, if the disability status is denied by the Division of Risk Management, the employee's pay or leave balance shall be adjusted.

### Section 10.2 Disability Leave

#### A. Eligibility

An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment, must be paid the difference between normal County salary and the amount received under the workers' compensation law for a maximum period of eighteen (18) months of the temporary disability, except as set forth in 10.3 (b). An employee may receive his/her full salary through a single check which will include any workers' compensation payment for temporary total disability. At the time the check is issued the employer will designate what portion constitutes workers' compensation payment and what portion constitutes the difference between

workers' compensation and the employee's full salary. After 18 months, if the employee remains temporarily disabled he/she may use accrued sick, annual or compensatory time to make up the difference between workers' compensation benefits and full salary. When incapacitated for regular work assignments, the employee must be required to accept other work assignments for the period of recuperation if found physically capable or be ineligible for disability leave. The ability of the employee to work will be determined by the County's Medical Examiner or such physician authorized by the Chief Administrative Officer.

B. Extension of Disability Leave

An application for disability retirement, prior to the end of the applicable cap, either twelve (12) or eighteen (18) months as appropriate, extends disability leave until such time as the Chief Administrative Officer renders a final decision on the disability retirement application.

C. Termination of Disability Leave Does Not Affect Other Benefits

At such time as Disability Leave is terminated (pursuant either to Section 10.2 (a) above or Section 10.3 (b) below), the employee shall continue to receive all other county-provided benefits for any period that he/she continues to receive benefits provided under the Workers Compensation Law of the State of Maryland.

Section 10.3 Managed Care for Job Related Injury/Illness

Bargaining Unit employees incurring a job related injury/illness may obtain medical care through a managed care program provided by the Employer. This program will have the following components:

- A. Employees will be permitted to select a doctor for treatment from a network of physicians. The Union shall participate to the full extent allowed by law, rule, and regulation in the establishment of the managed care provider. Participation shall include, but not be limited to, provision of information.
- B. Employees who do not select a physician from the established network shall be eligible for disability leave for a maximum of 12 months. After 12 months, if the employee remains temporarily disabled, he or she may use accrued sick leave, annual leave, or compensatory time to make up the difference between worker's compensation benefits and full salary.
- C. Employees will receive initial care from a network physician at no cost, even if the claim is ultimately denied.
- D. The managed care provider will coordinate benefits with the group health provider to avoid confusion and duplication of filings.

- E. The managed care provider will perform utilization review of treatment.
- F. Nothing in this Section 10.3 shall apply to any job related injury/illness incurred by an employee prior to the start of the Managed Care Program.

Section 10.4 Reasonable Accommodation

County Administrative Procedure 4-30 ("Reasonable Accommodation") is expressly incorporated by reference in this Agreement.

Section 10.5 Return to Work Examinations:

Before an employee returns to work after an absence which is the result of a **job related injury, illness** or has been out 15 or more calendar days as a result of **non-job related** personal injury or illness the employee must **report to Fire/Rescue Occupational Medical Services for a clearance to return to work medical examination.**

Section 10.6 Change in Work Status:

- A. **Any employee who is relieved from duty or reassigned to a limited duty position (i.e. light duty) due to any medical condition for which he /she would be entitled to receive Workers' Compensation benefits pursuant to Section 9-503 of the Labor and Employment Article of the Maryland Code shall be placed on administrative leave under Article 9.B.3 of the Agreement, or be placed in a light duty assignment as determined by the Employer. An employee relieved from duty or reassigned to limited duty under the circumstances described in this subsection will not be charged sick leave, unless the diagnosis removes the medical condition from coverage under Section 9-503 of the Workers' Compensation law.**
- B. **For a bargaining unit employee who is relieved from duty or reassigned to a limited duty position pursuant to the conditions set forth under Section A above, such loss of time or referral to modified duty shall be considered a disablement pursuant to Section 9-502 (a) of the Labor and Employment Article of the Annotated Code of Maryland, unless the diagnosis removes the medical condition from coverage under either Section 9-503 or Section 9-502(a) of the Workers' Compensation law.**

ARTICLE 11 - FAMILY MEDICAL LEAVE

Section 11.1 Definition

Family and medical leave is paid or unpaid leave granted to eligible employees for the purposes stated in the federal Family and Medical Leave Act (FMLA) of 1993.



Section 11.2 Eligibility

An employee who has been employed by the County for a total of 12 months, and who has been in a work status for at least 1040 hours in the preceding 12 months, must be allowed to use 12 workweeks per leave year of any combination of annual leave, sick leave, disability leave, parental leave, and leave without pay for any one or more of the following reasons:

- A. To care for the employee's newborn or newly adopted child or to care for a foster child newly placed with the employee;
- B. To obtain prenatal care for the employee or to arrange for the adoption or foster care placement of a child with the employee;
- C. To care for or arrange care for any of the following with a serious health condition: the employee's spouse **or domestic partner**, a minor child **of the employee or the employee's domestic partner**, adult son or daughter **of the employee or domestic partner** incapable of self care, or parent;
- D. Because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

Section 11.3 Leave Year

The leave year begins with the first full payroll period of a calendar year and ends with the payroll period in which December 31 falls.

Section 11.4 Workweek

A workweek for FMLA purposes consists of the average number of hours which the employee works in a week.

Section 11.5 Use of FMLA leave

- A. Leave taken to care for the employee's newborn child or child newly placed for adoption or foster care:
  - 1. Must be taken within 12 months of the birth, adoption, or foster care placement of the child;
  - 2. May be used on a continuing basis or, with the approval of the supervisor, may be used on an intermittent or reduced workweek basis;
  - 3. At the employee's option, may be paid leave of the appropriate type, or unpaid leave, or any combination of the two;
  - 4. Must be unpaid leave if the employee has exhausted all appropriate paid leave or does not accrue paid leave;

5. Is subject to a 30-day advance notice period;
  6. Will not qualify as parental leave under Article 8 of this Agreement if the leave is taken to care for a newly placed foster child, or if the employee has exhausted the 720 hours (up to 864 hours for an operational firefighter) of parental leave provided per 24-month period under Article 8.
- B. FMLA leave which does not qualify as parental leave under Article 8 of this Agreement may not include sick leave beyond the limitations stated in section 7.1 of the Agreement.
- C. FMLA leave taken for medical purposes listed in section 11.2 C and D:
1. At the employee's option, may be paid leave of the appropriate type or unpaid leave, or any combination of the two;
  2. Must be unpaid leave if the employee has exhausted all appropriate paid leave or does not accrue paid leave;
  3. May be used on a continuing, intermittent or reduced workweek basis, as needed.
  4. A supervisor may require an employee to submit medical certification from a health care provider to support a request for FMLA leave for the employee's serious health condition that makes the employee unable to perform the function of the employee's position, or for the serious health condition of the employee's family member **including domestic partners and their children**. A request for medical certification must be made in writing and must advise the employee of the anticipated consequences of failing to provide the certification. Medical certification may be required for any of the following reasons:
    - (a) the FMLA leave exceeds 5 consecutive work days;
    - (b) the employee requests to use any amount of annual leave as FMLA leave, and the requested leave would not normally be approved under the standards generally applied to requests for annual leave;
    - (c) the supervisor suspects the employee of leave misuse or abuse;
    - (d) the employee has been placed on leave restriction and must submit medical certification for any request to use leave for medical purposes; or,
    - (e) the department's approved leave policy requires medical certification under the circumstances.
  5. A supervisor may require medical re-certification of a serious health condition of the employee or the employee's family member. Such re-

certification may be requested verbally, at reasonable intervals, but not more often than every 30 days, unless:

- (a) the employee requests an extension of leave;
- (b) circumstances described by the original certification have changed significantly;
- (c) the supervisor receives information that casts doubt upon the continuing validity of the original certification; or,
- (d) the employee is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition.

- 6. If medical certification or re-certification is required, it must be submitted by the employee within 15 calendar days after it is requested by the supervisor.
  - 7. If the supervisor has reason to doubt the medical opinion as documented by the completed medical certification for the serious health condition of the employee or the employee's family member **(including domestic partners and their children)**, the supervisor may require the employee to obtain, at the County's expense, a medical opinion from a second health care provider designated by the Occupational Medical Section. If the two opinions differ, the employer may require a medical opinion from a third health care provider at the expense of the County. The employee and the Occupational Medical Section must jointly agree on the third health care provider, whose opinion is final and binding.
  - 8. FMLA leave taken for a serious health condition may be taken on an intermittent or reduced work schedule if the medical need can best be accommodated through such a schedule. An employee must attempt to schedule intermittent leave so as not to disrupt the work unit unduly.
  - 9. FMLA leave cannot be taken to care for the employee's adult son or daughter capable of self care who has a disability from which complete recovery is expected.
  - 10. When returning from 15 or more consecutive days of FMLA leave for the employee's serious health condition other than childbirth, the employee must be referred to the Occupational Medical Section for clearance to return to work.
- D. An employee may be temporarily transferred to another position in the Department with equivalent pay and benefits to accommodate an intermittent leave schedule or reduced workweek.
- E. Employees must apply for paid FMLA leave in accordance with applicable procedures for the granting of annual leave, sick leave, and parental leave and

provide as much advance notice as possible to the supervisor so as not to disrupt the work unit unduly. When unforeseen events occur, notice of the need to use FMLA leave will be given as soon as practicable, ordinarily within 1 or 2 working days.

- F. Employees must provide advance written notice of intent to use leave without pay for FMLA purposes when the need to use the leave is foreseeable. Employees must otherwise provide such notice as is practicable.
- G. Either the employee or supervisor may designate leave as FMLA leave. The supervisor should designate leave as FMLA leave if the information available to the supervisor from the employee indicates that the leave is being taken for an FMLA purpose, and the employee has not requested or otherwise indicated that the leave is FMLA leave. The supervisor must advise the employee prior to the completion of the period of leave that it has been designated as FMLA leave and the reasons for the designation.

#### Section 11.6 Limitations on Sick Leave Usage

Sick leave may only be used for the following FMLA purposes:

- A. To care for the employee's newborn or newly adopted child, provided that the leave qualifies as parental leave under Article 8 of this Agreement;
- B. To care for the employee's newborn or newly adopted child, if the leave does not qualify as parental leave under Article 8 of this Agreement, subject to the limitations on family sick leave in section 7.1;
- C. To obtain prenatal care for the employee;
- D. To care for, or arrange care for, any of the following with a serious health condition: the employee's spouse **or domestic partner**, a minor child **of the employee or the employee's domestic partner**, adult son or daughter **of the employee or domestic partner** incapable of self care, or parent, subject to the limitations on family sick leave in Section 7.1;
- E. Because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

#### Section 11.7 Recording of Family and Medical Leave

Leave used for FMLA purposes will be recorded as FMLA leave, and, as applicable, as annual leave, sick leave, disability leave or leave without pay.

Section 11.8 Relation to Other Benefits

- A. An employee who uses leave without pay under this section will retain all health and life insurance benefits for the entire period of leave without pay. Such employees may defer payment of the employee's share of the cost of such benefits until the employee returns to pay status. If the employee elects to defer such payments, the employer will deduct one-sixth of the total amount owed from the employee's next six paychecks upon return from FMLA leave.
- B. The employee must be restored to the same or an equivalent position with equivalent benefits upon return from FMLA leave.
- C. An employee who uses FMLA leave under this Article shall continue to accrue seniority for all purposes during the entire period of leave.
- D. The use of FMLA leave will not prevent an employee from using other types of accrued or non-accrued leave, subject to the limitations stated in other sections of this Article.

ARTICLE 12 - LEAVE WITHOUT PAY

Section 12.1 Definition

Leave without pay is an approved absence during which time the employee is in a non-pay status.

Section 12.2 Eligibility

Leave without pay is a privilege that may be granted to an employee at the discretion of the Chief Administrative Officer or other designated official. However, an employee must be allowed to use leave without pay for FMLA purposes in accordance with Article 11 of this Agreement.

Section 12.3 Employee Request for LWOP

- A. **An employee who wants to use LWOP should:**
  - 1. **request it in writing in advance unless the employee could not anticipate the need to use LWOP; and**
  - 2. **give the request for LWOP to the employee's supervisor and state in general terms the employee's reason for requesting the leave.**
- B. **In emergency situations, LWOP may be granted by the Chief Administrative Officer or other designated official without prior application.**

**Section 12.4 Approval of LWOP Request**

- A. The Employer must approve LWOP for an eligible employee if the requested leave is:**
  - 1. FMLA leave under the Family and Medical Leave Act, Montgomery County Employee Benefits Equity Act, and Article 11 of this Agreement;**
  - 2. parental leave under Article 8 of this Agreement;**
  - 3. military leave under Section 12.6 of this Article;**
  - 4. leave approved for an employee who is a member of the General Assembly under Section 12.7 of this Article.**
- B. The Employer may approve an employee's request to use LWOP for another purpose after considering the employee's reason for requesting LWOP and how the employee's absence will affect the division's work.**
- C. An employee may appeal a denial of LWOP by filing a grievance under Article 38 of this Agreement.**

**Section 12.5 Limits on LWOP**

- A. The Employer may approve LWOP for an employee for one year or less.**
- B. If an employee has used more than 12 consecutive months of LWOP, the Employer may:**
  - 1. terminate the employee's employment**
  - 2. take another action consistent with State or Federal law such as the ADA, FMLA, or USERRA.**
- C. If the Employer approves more than 90 consecutive calendar days of LWOP for an employee, the Employer may, as a condition of approval, require the employee to waive the right to be reinstated to the employee's position after the approved LWOP period ends unless the LWOP is:**
  - 1. FMLA leave;**
  - 2. parental leave;**
  - 3. military leave; or**
  - 4. leave approved for an employee who is a member of the General Assembly under Section 12.7 of this Article.**
- D. If the Employer requires that an employee waive the right to be reinstated to the employee's position:**

1. the employee remains an employee during the authorized period of LWOP and may apply for other positions, but the County is not obligated to appoint the employee to another position.
2. the Employer may fill the employee's position as soon as the authorized period of LWOP starts; and
3. if not prohibited by applicable law, the Employer may terminate the employment of the employee after the authorized LWOP period ends unless the employee resigns or is appointed to another position.

**Section 12.6 Placing an Employee on LWOP**

**A. LWOP for a medical condition.**

The Employer may place an employee on LWOP if:

1. the employee is unable to perform the essential functions of the employee's position and reasonable accommodation is either impossible or unsuccessful or light duty is inappropriate;
2. the employee is not eligible for disability leave; and
3. the employee has exhausted all other types of leave.

**B. LWOP by default.**

The Employer may place an employee on LWOP by default if the employee has exhausted leave of the type that the employee requested, and other appropriate leave, and compensatory time.

**Section 12.7 Use of LWOP to Perform Duties of an Elected Office or Campaign for Political Office**

- A. LWOP for an employee who is a member of the Maryland General Assembly. The Employer must grant LWOP to an employee who is a member of the Maryland General Assembly as required by Section 2-105 of the State Government Article of the Maryland Code.
- B. LWOP for an employee who is not a member of the Maryland General Assembly. An employee may request LWOP to campaign for political office and to perform the duties of an elected position. The employee's supervisor may approve the requested LWOP on the same basis as requests for LWOP for other reasons.
- C. Effect of LWOP use for an employee who is a member of the Maryland General Assembly. If an employee who is a member of the Maryland General Assembly uses LWOP to perform the duties associated with the

employee's elected position while the General Assembly is in session, the Employer must:

1. ensure that the employee continues to accrue annual and sick leave;
2. not delay the employee's eligibility for a higher annual leave accrual rate;
3. not reassign the employee's service increment date; and
4. not deprive or impair any other incident of employment, except that the Employer is not required to pay a salary or wages.

**Section 12.8 Effect of LWOP Use on Employee Benefits**

**A. Effect on employee's annual and sick leave accrual.**

Except as provided in Section 12-7 (c) above:

1. an employee must not accrue annual or sick leave while the employee uses LWOP;
2. the Employer must delay the date on which the employee is eligible for a higher annual leave accrual rate for the same length of time that the employee was on LWOP, if an employee uses LWOP for more than 4 consecutive weeks.

**B. Effect on an employee's eligibility for a service increment.**

The Employer must reassign the service increment date of an employee who uses more than 28 calendar days of LWOP, unless the LWOP is:

1. FMLA leave;
2. parental leave;
3. military leave;
4. professional improvement leave; or
5. used under Section 12-7 (a) and (c) by an employee who is a member of the Maryland General Assembly.

**C. Period of suspension to be treated as LWOP for benefits purposes.**

If an employee is suspended, the Employer must treat the period of suspension the same as a period of LWOP for the purpose of the employee's benefits, except that the Employer must reassign an employee's service increment date if it occurs during a suspension.



Section 12.9 Military Leave for Active Duty

An employee who is required to serve on active duty in the armed forces of the United States or state militia must be granted leave without pay for the period the employee is required to remain in the military service. The employee is entitled to reinstatement to the former position or one of comparable status upon separation from the armed forces, provided application for reinstatement is made within 90 days from date of separation.

ARTICLE 13 - RATE/TYPE OF COMPENSATION

Section 13.1 Hourly Rate of Compensation

The hourly rate of compensation to be used in compensation calculations for a particular pay period shall be based on the total number of hours the employee is scheduled to work, as referenced in Article 23, per year at the time divided into the employee's annual base salary.

Section 13.2 Compensation for Overtime Pay Status

The Chief Administrative Officer or designee may grant to eligible employees compensatory time at 1 1/2 times the excess hours worked when budgetary limitations preclude the payment of overtime compensation, except when the Fair Labor Standards Act requires overtime pay.

ARTICLE 14 - OVERTIME

Section 14.1 Policy

Overtime work may be authorized by the Fire Administrator or designee when an employee is required to work in excess of the normally scheduled work day or workweek, subject to the following:

- A. Required overtime work must be authorized by the Fire Administrator or designee.
- B. Overtime is paid at the rate of 1 1/2 times the employee's gross hourly rate of pay (including pay differentials).
- C. Overtime work will be compensated at the rate identified in (B) above in accordance with the following schedule for partial hours:
  - 1 - 15 minutes = no compensation
  - 16 - 45 minutes = 30 minute overtime compensation
  - 46 - 60 minutes = 60 minutes overtime compensation

- D. Prior to authorizing overtime, the employee must have been in pay status:
  - 1. in excess of the regularly scheduled work day;
  - 2. except, if the overtime work is scheduled, then the employee must have been in work status more than the regularly scheduled workday, unless leave had been approved prior to the scheduling of the overtime.
- E. Personnel on Kelly will be offered the first opportunity to work overtime. All day work Kellys will be assigned a "shift equivalent" Kelly (i.e., A-1, B-1, C-1, A-2, B-2, C-2, etc.) for overtime selection purposes, consistent with workload requirements as determined by management. If this does not result in sufficient personnel to fill the vacancies, schedulers shall exercise experience and fairness in determining which unit employee(s) to contact next as to availability for overtime work.
- F. The Chief Administrative Officer or designee may grant to eligible employees compensatory time at 1 1/2 times the excess hours worked when budgetary limitations preclude the payment of overtime compensation, except when the Fair Labor Standards Act requires overtime pay.
- G. Upon leaving the County service, an employee must receive a lump-sum payment at the employee's current rate of pay for the total accrued compensatory leave as of the date of separation, less any indebtedness to the County Government. In the event of an employee's death, the employee's estate or designated beneficiary or beneficiaries, if permissible by law, must be paid for all accrued compensatory leave. The designated beneficiary must be as specified by the employee or as designated under the Employee's Retirement System of Montgomery County, if not named specifically.
- H. **For purposes of determining any existing overtime cap, special pay differentials shall be used in determining the employee's base salary per calendar year.**

#### Section 14.2 Training

All bargaining unit employees scheduled to attend classes or training necessary for the maintenance of certification, on their days off, shall be compensated at 1 1/2 times their regular pay rate for successful completion, with prior approval by the Fire Administrator or designee.

#### Section 14.3 Committee Assignments

All bargaining unit members appointed to serve on a committee by the Fire Administrator or designee shall be compensated consistent with Section 14.1 of this Article when required to attend a committee meeting on their day off.

## ARTICLE 15 - CALL-BACK PAY

### Section 15.1 Definition

Whenever an employee is required to return to work to perform unanticipated and unscheduled work assignments, usually of an emergency nature, the employee is entitled to receive call-back pay in a guaranteed minimum amount of 3 hours of overtime pay. If, upon reporting to work, the employee is informed by an authorized official that his/her service is not required for minimum staffing, then, the employee has a choice: he/she may leave and shall be compensated with one (1) hour of overtime pay, or he/she may work for three (3) hours of overtime pay.

### Section 15.2 Called Back Due to Emergency Incident

When the oncoming shift is called back to relieve or supplement the on duty shift as the result of an emergency incident, the employee shall be considered in a call back status and shall receive three (3) hours minimum compensation.

### Section 15.3 Returning to Work in Call Back Status

An employee called back to work shall be considered on call back pay from the time the individual reports to their duty assignment.

### Section 15.4 Responding on Call Prior to or Following a Shift

An employee on the premises of a duty station prior to or following the scheduled shift, who is required to respond on a call within one hour of the beginning or end of their shift shall receive a minimum of one hour pay at their overtime compensation rate. In the event the time spent in response to the call at the end of the shift exceeds one hour they shall be entitled to overtime compensation consistent with procedures established in Article 14.

## ARTICLE 16 - HOLIDAYS

### Section 16.1 Holidays

A.	New Year's Day	January 1
B.	Martin Luther King, Jr. Day	Third Monday in January
C.	Memorial Day	Last Monday in May
D.	Independence Day	July 4
E.	Labor Day	First Monday in September
F.	Veterans Day	November 11
G.	Thanksgiving Day	Fourth Thursday in November
H.	Christmas Day	December 25

I. Special Holidays

Other days designated by action of the Chief Administrative Officer as a full-day or part-day holiday or as a non-work day. Religious holidays must not be designated as special holidays, as approved absences on these days may be obtained through annual leave or alternative work schedules.

Section 16.2 Holiday Benefit

Every eligible employee working a 2080 hr work year shall receive 13 hours of straight time pay as their holiday benefit, for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2184 hr work year shall receive 14 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2496 hr work year shall receive 16 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. In the alternative, bargaining unit employees may elect compensatory leave in lieu of straight time pay at 8, 9 or 10 hours consistent with the employee's annual work year. The benefit shall be recorded on the time sheet for the pay period in which the holiday falls and paid in the next pay check.

For Inauguration Day, Presidents' Day, Election Day, and Columbus Day every eligible employee may elect between the straight time pay as described in paragraph 1 of this section, or at their election, receive an alternate benefit of 10 hours of compensatory leave. The purpose of this alternative is to provide for an alternative day off on these days. It is the intent of the Employer to open the government for normally scheduled business on these days, and each employee normally scheduled to work should anticipate having to work on these days.

Section 16.3 Eligibility for Holiday Benefit

- A. Each employee in an approved pay or leave status is eligible to be granted the holiday benefit.
- B. Any employee who fails to report for work as scheduled, and who is not in an approved leave status, will not be eligible for the holiday benefit for that holiday.
- C. Any employee on non-pay status on both the employee's last regular work day before and first regular work day after a holiday or an employee who is absent without approved leave on either or both days mentioned above will not be eligible for the holiday benefit for that holiday.

Section 16.4 Scheduling of Work on Holidays

As necessary, County fire and rescue services must be maintained. An employee may be required to work by the Fire Administrator or designee on any day designated as a holiday.

- A. The Chief Administrative Officer will determine which County services must be maintained on a full or partial basis.
- B. The department head or designee must determine which employees must work and which employees may take approved leave on holidays, per applicable leave procedures.

Section 16.5 Conformance to Related Rule, Regulation, Policy, Contract

The holiday benefit outlined in Section 16.2 is the only benefit to be associated with the declared holiday period. Every employee is required to conform to all other rules, regulations, and policies regarding leave, overtime, and attendance to work.

ARTICLE 17 - SPECIAL DUTY DIFFERENTIALS

Section 17.1 Disposition of Special Pay Differentials

An employee who is transferred, promoted, demoted, or re-appointed will be compensated for special pay differential entitled to the incumbent of a position designated for the differential. An employee who is transferred, promoted, demoted, or re-appointed from a position entitled to a special pay differential to a position not so entitled will forfeit such additional compensation.

Section 17.2 Annual Special Pay Differentials:

- A. Cardiac Rescue Technician  
Assignment: \$4,315  
Certification: \$1,669
- B. Emergency Medical Technician - Paramedic Assignment:

0-4 years EMT-P Svc	\$5,830
5-8 years EMT-P Svc	\$6,891
8+ years EMT-P Svc	\$7,951
Certification:	\$2,550

**Note: Medics assigned to designated ALS first response apparatus stations will receive assignment differentials as determined by the terms of A & B above. These four AFRA stations are currently designated: FS 08, FS 23, FS 25, and FS 29. Additional AFRA stations may be approved by joint agreement.**

C. Hazardous Materials

Level III Assignment: \$1,637

Response Team Cert. \$ 407

Note: All bargaining unit personnel assigned to a Hazmat station or substation who are qualified as Hazmat Level III responders herein shall receive the assignment pay as specified herein.

D. Self Contained Breathing Apparatus Technician Assignment: \$1,637

E. Fire Code Enforcement Division Assignment: \$1,637

F. Fire Investigations Unit Assignment: \$1,800

G. Fire Captain Serving as Station Commander: \$2,887

Station Commander Pay shall be subject to satisfactory completion of established performance criteria/objectives as determined by the Employer.

**Section 17.3 Multilingual and Sign Language Pay Differential**

- A. Bargaining unit members who are occasionally required to use multilingual or sign language skills on the job may receive a pay differential in accordance with the criteria presented in this Section 17.3.
- B. The language skills for which a multilingual differential is paid will be determined by the Employer, based on the numbers of County residents who speak a language other than "spoken English." Languages, other than English, that are spoken by substantial numbers of County residents will be determined eligible for pay differential eligibility. If a language is spoken by a substantial number of County residents, then there is a significant likelihood that bargaining unit members will have occasional need to communicate in that language.
- C. A pay differential will be paid to all bargaining unit members who pass a proficiency examination in basic multilingual or signing skills in a language, other than "spoken English," that has been determined eligible for receipt of the pay differential. All bargaining unit members will be afforded an opportunity to qualify for the multilingual pay differential. This program shall not be administered in an arbitrary, capricious or discriminatory manner.
- D. Basic multilingual or signing skills are defined as those skills primarily required for signing or oral communication and comprehension, such as those used in conversation with citizens to whom fire and rescue services are provided.

- E. **Proficiency examination:** Prior to becoming eligible for the pay differential, the bargaining unit member must pass a language proficiency examination administered by the Montgomery County Office of Human Resources in a language that has been determined eligible for receipt of the pay differential. Testing will consist of an oral communication performance examination administered to those bargaining unit members who seek the multilingual pay differential. This examination will be designed to assess basic oral communication skills.
- F. **Compensation:** Compensation is paid for all hours actually worked during the pay period. Employees certified as possessing basic skills will receive one dollar per hour for all hours actually worked. If a language is removed from the list of eligible languages, a bargaining unit member receiving a multilingual certification pay differential for proficiency in that language, will immediately cease to receive the multilingual certification pay.  
  
Certified employees will indicate on their time sheets the multilingual skill code ML 5 for Basic Skill certification.
- G. **Transfer of employee receiving certification pay:** It is recognized that the Employer has the authority to transfer any bargaining unit member who is receiving multilingual differential certification pay to another location or assignment where there is a need for basic multilingual skills, as such need is determined by the Employer.
- H. **Performance evaluation:** Whenever a bargaining unit member is receiving multilingual differential certification pay, the employee's use of basic language translation/interpretation skills will become an element of the employee's performance plan, and the employee's performance of basic language skills will be an element of the employee's performance evaluation.
- I. **Grievances:** Decisions regarding the selection of languages for eligibility for multilingual certification pay, the content of language proficiency examinations, and decisions regarding whether a bargaining unit member satisfies language proficiency requirements are non-grievable and non-arbitrable.

**Section 17.4 Impact of Special Pay Differential on Other Compensation and Benefits**

The pay differentials listed above in section 17.2 given as assignment pay, amounts received as working out of class pay **and multilingual and sign language pay differential in section 17.3** shall be added to the employees' base pay and shall be factored in when computing overtime rates, **any existing overtime cap** and retirement. Employees eligible for certification pay for one of the above differentials will be paid in a lump sum, once a year and such pay will not be factored into computing overtime and retirement.

Section 17.5 Eligibility

Employees shall be eligible for the differentials enumerated above based upon criteria in effect at the time of initiation of this agreement.

ARTICLE 18 - SNOW EMERGENCY/GENERAL EMERGENCY PAY

Section 18.1 Definition

"General emergency" for the purpose of this agreement is defined as any period determined by the County Executive, Chief Administrative Officer, or designee to be a period of emergency, such as inclement weather conditions. Under such conditions, County offices are closed and services are discontinued; only emergency services shall be provided.

Section 18.2 Compensation

Whenever a general emergency is declared for the County by the County Executive or designee, members of the bargaining unit who are required to work during the period of the emergency shall receive twice their regular hourly rate. In the event that bargaining unit employees are in an overtime status during the period of the declared emergency and are required to work, then employees shall receive their regular rate plus the overtime rate, consistent with pay policies for declared emergencies established by the Chief Administrative Officer dated January 28, 1987.

ARTICLE 19 - WAGES

Section 19.1 Wage Increase

- A. **Effective the first full pay period in July 2002, the base salary for all bargaining unit members shall be increased by 5 percent.**
- B. **Effective the first full pay period in July 2003, the base salary for all bargaining unit members shall be increased by 3.5 percent.**
- C. **Effective the first full pay period in July 2004, the base salary for all bargaining unit members shall be increased by 3.5 percent.**

Section 19.2 Salary Schedule

- A. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan for the fiscal year, which appears in Appendix I & II of this Agreement. For employees scheduled to work a 48 hour workweek (per Article 23.1) the base salary is considered compensation for working 48 hours per week.
- B. **Effective the first full pay period in July 2003 the uniform pay plan shall include six pay grades, F1, F2, F3, F4, B1, and B2. Each pay grade shall**



consist of steps A through O and one longevity step ("LS"). The uniform pay plan will be implemented for Lieutenants and Captains as follows: Lieutenants and Captains shall be placed in the appropriate grade (B1 for Lieutenants and B2 for Captains) and step in Appendix II that is equal to the employee's base salary in effect as of the last full pay period in fiscal year 2003. In the event that the employee's salary falls between steps the employee's salary will be allocated to the next highest step. Beginning the first full pay period in fiscal year 2004, the employee (Lieutenant or Captain) shall be paid the salary that is reflected for that grade and step in Appendix II. Nothing herein shall preclude bargaining unit employees from receiving service increments when due.

- C. Bargaining unit employees shall progress to Step LS on the uniform pay plan upon completion of 20 years of service as a County merit system employee.
- D. Effective at the beginning of the first full pay period beginning on or after July 1, 2003, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O.
- E. Effective at the beginning of the first full pay period beginning on or after July 1, 2004, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O.

#### Section 19.3 Pay Check Distribution

During the term of this Agreement the Employer may, by mutual agreement, continue a system of mailing of all payroll checks or advices to the employee's home address. The parties will continue to mutually support the "direct deposit" of pay by bargaining unit employees.

#### Section 19.4 Overpayments/underpayments to employees, improper deductions of leave, and employee debts

- A. Recovery of overpayment to employee or employee debt to County.
  - 1. When the Employer overpays a bargaining unit employee, the Employer may deduct money from the employee's pay to recover the overpayment. The Employer must give the employee notice and an opportunity to respond before deducting the amount of the overpayment from the employee's pay.
  - 2. The Employer may set off a debt that a bargaining unit employee owes to the County and deduct the amount owed from unpaid salary,

**accrued annual leave or compensatory time, or retirement contributions owed to the employee.**

- 3. When deducting money from an employee's paycheck to recover an overpayment or to set off a debt, the Employer must not deduct more than twenty percent (20%) of the employee's disposable pay from any one pay check. This limitation does not apply when the employee leaves county employment.**
- 4. A bargaining unit employee may file a grievance under Article 38 over a deduction to recover an overpayment or a debt from the employee.**

**B. Correcting underpayments to employees and improper deduction of leave.**

- 1. If the Employer fails to pay a bargaining unit employee any amount that the employee is owed or improperly deducts leave from the employee's leave balance, the Employer shall pay the employee the amount owed or adjust the employee's leave balance within a reasonable period of time following receipt of proof of the underpayment or improper deduction of leave, but no later than when the employee receives his/her next pay check. This subsection applies only when the issue is undisputed.**
- 2. A bargaining unit employee may file a grievance under Article 38 over either: (1) the Employer's failure or refusal to remedy an underpayment or adjust a leave balance; or (2) the Employer's failure or refusal to remedy an underpayment or adjust a leave balance in a timely manner.**

**ARTICLE 20 - INSURANCE BENEFITS COVERAGE AND PREMIUMS**

**Section 20.1 Optical Benefits**

The Employer will provide the same level of optical benefits as provided in the previous Agreement.

**Section 20.2 Health Benefits**

- A. Effective January 1, 1995, the County will alter the basis for determining its contribution with respect to each separate medical and hospitalization plan, calculated separately for individual and family coverage, to 80% of the premium charged for an HMO or, in the case of self-insured plans, 80% of the projected premium rate for the calendar year in which the rates are to be effective. The rates for each self-insured plan shall be calculated using standard actuarial principles with separate medical trends as determined by the Employer's actuary, which reflect plan design. The Union shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the**

premium determinations. In all other respects the level of benefits and services provided in the comprehensive health benefit program shall remain unchanged except as provided below.

- B. Prescription Drug Plan – Current benefit levels will be maintained subject to change under Section 20.3 of this Article, Benefits Committee.**
- C. The County will make available to employees an appropriate range of medical plan options, but not less than three plan options. At least one plan option will be a Point of Service Plan.**
- D. All health and insurance benefits shall be extended to same-sex and opposite-sex domestic partners of employees covered under this agreement.**

**Section 20.3 Employee Benefits Committee**

- A.** The parties hereby jointly establish an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of two (2) members appointed by the County, and two (2) members appointed by the Union. The union representatives on this committee shall be considered to be on detail if working during these meetings. Hour for hour compensatory time or pay at the employees' regular hourly rate shall be credited to union representatives who attend meetings on their day off. Either party may remove or replace its appointees at any time. In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). The Chair of the Committee will rotate each January 1 from a County designee to a Union designee, and vice versa each July 1. The initial Chair shall be a County designee. The purposes and functions of the Employee Benefits Committee shall be to: a) review existing employee benefits and their provisions; and b) make findings and/or recommendations to the parties regarding changes in employee benefits. The Committee shall meet not less than once a month during the months of February through mid-November. Meetings during the period of mid-November through January 31 may be scheduled upon mutual consent by the parties. A quorum for conducting business shall consist of at least one member appointed by each party.
- B.** The parties agree that during the term of this Agreement the Benefits Committee will review the following subjects as well as any other subjects the parties agree upon.

Employee + 1 options  
Treatment Limits  
Medical spending accounts/employer funded  
Prospective retiree prescription and vision benefits  
New/different healthcare providers  
Healthcare provider accreditation  
Prescription drug plan consolidation and co-pays  
**Dental and Orthodontic coverage**

- C. If the parties are unable to agree on the implementation of any recommendation, the appropriate statutory provisions concerning bargaining and impasse may be used only by joint agreement in order to resolve the dispute. Absent such agreement, either party may present proposals on any recommendation consistent with section 33-153(a) of the County Collective Bargaining Law. In the event the Employer reaches agreement with any other certified bargaining representative(s) on any recommendation, such agreement(s) shall not be binding on this bargaining unit.

#### Section 20.4

The County shall also contribute 80% of the premiums determined for any calendar year for benefit plans other than the health plans included in Section 20.2 (a). The Employee Benefits Committee shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. The level of such benefits shall not be reduced.

#### Section 20.5

Premiums for all plans shall be established using standard actuarial principles or actual rates charged by the carrier or HMO.

#### Section 20.6 Medical Spending and Dependent Care Accounts

**The Medical Spending and Dependent Care account benefits will equal those benefits in effect on January 1, 2002 and will remain unchanged for the duration of this Agreement.** Employees shall continue to be permitted to contribute up to \$2,500 to the Medical Spending Account and \$5,000 to the Dependent Care Account. **If, during the term of this Agreement, the IRS increases the maximum annual amount that may be allocated to a tax deferred Dependent Care Flexible Spending Account, bargaining unit members will be eligible to contribute up to that new maximum as of the date the new maximum becomes effective. In the event that the new IRS approved maximum allowable amount becomes**

**effective after the beginning of a plan year (currently a calendar year), the new maximum will become available to unit members at the beginning of the next plan year.**

Section 20.7 Pre-Tax Premiums

Employee contributions to Health Benefit Plans shall continue to be effected in a manner so that the premiums shall be pre-tax as far as allowed by IRS Code.

Section 20.8 Bidding

The County shall assure that the same or lower costs and the same or improved benefit levels are maintained and that medical care shall be transitioned consistent with "industry standards" when health care providers are changed. The Union shall participate to the full extent allowed by law, rule, and regulation in the entire bidding process. Participation shall include, but not be limited to, consultation and provision of information.

Section 20.9 Prescription Drug Plan

The Employer will continue to provide a prescription drug benefit for single and family coverage. The plan shall provide for two cards for family coverage. For all employees the payment of premiums for this plan shall be based upon an Employer payment of 80% and an employee contribution of 20%.

Section 20.10 Lump Sum Death Benefit

In the event of a bargaining unit employee's death the designated beneficiary, beneficiaries or estate, must receive a lump-sum payment for accrued sick leave at the current pay rate, as follows:

- A. If the death is the result of a non-service connected accident or illness—50 percent of the total value.
- B. If the death is the result of a service-connected accident or illness—100 percent of the total value.

The designated beneficiary must be specified by the employee or as designated under the Employee's Retirement System of Montgomery County, if not named specifically.

Section 20.11 Line of Duty Death Benefit

In the event of a bargaining unit employee's death in the line of duty, the designated beneficiary, beneficiaries or estate must receive the following lump sum payments:

- A. Immediate payment of \$5,000 toward funeral expenses. In addition to this payment, the County will reimburse funeral expenses that exceed \$5,000, in an amount equal to the difference between \$5,000 and any funeral benefit**

**reimbursement provided by the State under Article 41, § 4-1002 of the Maryland Annotated Code.**

- B. Effective January 1, 2003, the basic benefit of term life and accidental death and dismemberment insurance payable for a full-time bargaining unit member under age 65, whose death is the direct result of an accidental bodily injury sustained in the performance of County employment will be \$500,000, or the amount payable under the schedule of such benefits in effect prior to January 1, 2003, whichever amount is greater.**

#### ARTICLE 21 - TRAVEL

Employees will be compensated for local and non-local travel in accordance with applicable administrative procedures (A.P. 1-2 & 1-5), effective 4-8-91, as revised.

#### ARTICLE 22 - PREVAILING RIGHTS

Rights, privileges, benefits, and working conditions enjoyed by the employees at the present time, as listed below, except as modified by this agreement, shall remain in full force, unchanged and unaffected, during the term of this Agreement unless changed by mutual consent of the County and the Union:

- A. Existing Optical Plan;
- B. Physical Exams;
- C. Retirement and Pension Benefits;
- D. Educational Salary Differential and other pay differentials;
- E. Professional Improvement Leave;
- F. Workplace provisions - the employer will supply, maintain and make available the following items in reasonable and sufficient quantities at each fire station; refrigerator, oven, dishwasher, washer, dryer, facsimile machine, laundry supplies, eating and cooking utensils, and reasonable local telephone service, so long as these items were purchased with tax dollars. The employer also agrees to use its "best efforts" to ensure that the following items are in sufficient supply at each station: laundry detergent, bleach, paper towels, soap (dish and hand), scouring pads and toilet paper.
- G. Secondary Employment Procedures;
- H. Employee Tuition Assistance;
- I. Overtime compensation for continuing education requirements for paramedics;

- J. Lockers;
- K. Six month limitation on sick leave restrictions;
- L. Hepatitis Vaccine Shots and annual flu shots at no cost to the employee if requested by the employee. Tetanus shots at no cost to the employee will be available if requested at the time of the employee's regularly scheduled physical/annual pulmonary function test at the Occupational Medical Section;
- M. Employee Assistance Program;
- N. Adjustment of leave balances shall be calculated pursuant to Section 1-21, of the County Personnel Regulations as amended, August 25, 1988;
- O. Disposition of Special Pay Differentials on promotion;
- P. Crediting of Special Pay Differentials toward fringe benefits;
- Q. One piece of mutually agreed upon suitable aerobic equipment at the Emergency Communications Center for use by E.C.C. employees.

## ARTICLE 23 - HOURS OF WORK

### Section 23.1 Operations

Hours of work for employees other than those listed below, shall be not more than an average of 48 hours per week, and such employees shall work shift work at 24 hours on and 48 hours off, with an inclusion of the appropriate Kelly day(s) off. Early relief up to two hours is authorized if approved by the Station Officer.

### Section 23.2 Operations Day Work

All day work personnel assigned to the Bureau of Operations will work four (4) ten (10) hour shifts every week for 40 hours every seven days.

### Section 23.3 Fire Investigations

**Hours of work for bargaining unit Division of Fire Investigations personnel, shall be an average of 42 hours per week, and shall work 2-12 hour days and 2-12 hour nights and have 4 days off during a work cycle.**

### Section 23.4 Training and Prevention

All day work personnel assigned to Fire Prevention and Training will work four (4) ten (10) hour shifts every week for 40 hours every seven days.

Section 23.5 Absent Without Official Leave

- A. An employee who fails to report for duty as scheduled or who leaves the work site prior to the end of the scheduled work day without the approval of a supervisor, will be:
1. considered absent without leave;
  2. placed in a non-pay status for the period in question, and
  3. subject to appropriate disciplinary action or termination.

Section 23.6 Hours of Work Configuration – Option 1

In the event the following hours of work are in effect upon the effective date of this agreement they shall continue in effect in lieu of those hours set forth in section 23.1 - 23.3 of this Article. If the following hours are not in effect at the effective date of this agreement they may be implemented by the Employer in its sole discretion with at least 60 days notice to the bargaining unit and the hours of work established in 23.1 - 23.3 will not be in effect thereafter. These hours can only be revoked during the agreement period by mutual consent.

A. Hours of Work for Operational Personnel

Hours of work for employees other than those listed below, shall be 48 hours per week, and such employees shall work two 24 hour shifts per week. Early relief up to two hours is authorized if approved by the Station officer.

B. Hours of Work for Operations Day Work, Fire Prevention, and Training

All day work personnel assigned to the Bureau of Operations, Fire Prevention, and Training will work four (4) ten (10) hour shifts every week for 40 hours every seven days.

C. Hours of Work for Communications

Hours of work for bargaining unit Communications Division personnel, shall be either 2-12 hour days and 2-12 hour nights and have 4 days off or 4-12 hour periods during a swing shift and have 4 days off. These hours will result in workweeks of either 48 hours or 36 hours. Over an eight week period, work hours rotation for Communication Division employees' will result in 4 weeks of 48 hours (40 regular hours and 8 hours of scheduled overtime) and 4 weeks of 36 hours.

Section 23.7 Hours of Work Configuration - Option 2

Notwithstanding the requirement for hours of work as set forth under sections 23.1 through 23.4 of this Article, the parties agree that on the effective date of this Agreement, the Employer in its sole discretion may implement, with at least 60 days notice to bargaining unit



employees and to the Union, changes in the hours of work configuration so as to provide for two shift schedules described below. If these schedules are implemented, all bargaining unit employees in the DFRS Bureau of Operations, exclusive of Operations Day Work personnel, personnel working in the Emergency Communications Center, and personnel working in Training and Prevention, shall work either the following Schedule 1 or Schedule 2:

Schedule 1 - Two fixed 24-hour shifts each week (exclusive of unscheduled overtime) either a Sunday/Wednesday shift schedule or a Wednesday/Saturday shift schedule.

Schedule 2 - 24 hour shifts, such that employees work shift work 24 hours on and 48 hours off, with an inclusion of a Kelly Day off as appropriate so that employees work 48 hours each week (exclusive of unscheduled overtime). All employees working this Schedule 2 shall have either a Sunday, Wednesday, or Saturday "Kelly" Day.

Early relief of up to two hours is authorized for employees working either schedule, if approved, by the Station Officer.

If implemented, these hours of work can only be revoked during the period of this Agreement by mutual consent of the Union and the Employer.

**Section 23.8 Hours of Work for Part-time Employees**

- A. Hours of work for bargaining unit employees in part-time positions shall be between twenty (20) and thirty-nine (39) regularly scheduled hours per week, on a continuing year round basis.**
- B. Part-time employees shall be extended benefits and working conditions under the following terms:**
  - 1. Retirement Benefits will be determined according to the Group G member benefits provisions of the Employees' Retirement System law.**
  - 2. Life insurance benefits shall be paid on the appropriate pro rata basis.**
  - 3. Tax Deferred Compensation. The maximum salary amount shall be in accordance with section 457 of the Internal Revenue Code.**
  - 4. Holidays shall be applied to part-time employees on a pro rata basis.**
  - 5. Annual and sick leave accrual shall be pro rated, based upon the number of regular hours in a paid status per pay period.**
  - 6. Tuition Assistance, Parental Leave, Disability Leave, Seniority for the purposes of Article 27 of this Agreement, sick leave donations and all special duty pay differentials identified in Article 17 shall be pro rated.**
  - 7. Uniforms and Equipment, Grievance Rights, Emergency Pay, Bereavement Leave, Administrative Leave, and Annual and Compensatory Leave Carryover shall not be pro rated.**

8. Any right or benefit not listed in this Section and disputed may be grieved and arbitrated pursuant to Article 38 of this Agreement.

C. Full-time bargaining unit employees shall not be required to transfer to part-time positions.

#### ARTICLE 24 - DAILY WORK SCHEDULE

##### Section 24.1 Meal Times - 24 Hour Shift

The Employer agrees to provide reasonable time (not more than one hour per meal) for lunch and dinner meal periods. Such meal periods shall not be unreasonably denied.

##### Section 24.2 Meals When Working Beyond the 24 Hour Shift

Employees who are held over and required to work more than three hours beyond their regular schedule shall be given reasonable time, consistent with Section 24.1, to eat meals while on duty.

##### Section 24.3 Rest Period

Following the third daily activity period, for any employee working shift work, bed rest shall normally begin at 2100 hours. This provision shall not, however, impede the performance of work based upon operational needs as required and deemed appropriate by the Employer.

#### ARTICLE 25 - REPORTING TIME

When a bargaining unit employee reports to his/her assigned work location and is then detailed to another location, he/she shall be allowed a reasonable time to arrive at the location of the detail.

#### ARTICLE 26 - PERSONNEL FILES/RECORDS

##### Section 26.1 Examination

An employee, upon presenting his/her identification, shall be permitted by appointment to examine his/her personnel, **departmental operating**, supervisory, or medical files. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same.

The custodian of medical records may determine, **consistent with State law**, that certain medical information will only be released through the physician or attorney of the employee upon receipt of a signed release from the employee. **Medical records will be maintained in accordance with Section 26.6 of this Article. The County may retain and store records in various formats, including as electronically imaged documents. The records of the DFRS Internal Affairs Division (IAD) are not personnel records.**

**Section 26.2 Employee Notification**

Any time that a document is added to an employee's personnel, medical or departmental operating file, a copy must be provided to the employee, and the employee shall be given an opportunity to submit rebuttal, if desired, to be included in the file.

**A log will be maintained in the employee's official personnel file, departmental operating record and medical record, regardless of the medium or format in which these records are maintained. The log kept in the employee's official personnel file must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that the Director and employees of the Office of Human Resources are not required to make entries in a log when they access an employee's official personnel file.**

**The log kept in the employee's departmental operating record must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that the custodian of departmental operating records, and all employees supervised by the departmental custodian who perform personnel administration functions, are not required to make entries in a log when they access an employee's departmental operating record.**

**The log kept in the employee's medical record must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that employees and contractors of the County's Occupational Medical Services are not required to make entries in a log when they access an employee's medical record.**

**The log kept in the employee's medical record must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that employees and contractors of the County's Occupational Medical Services are not required to make entries in a log when they access an employee's medical record.**

**Section 26.3 Official Personnel File**

- A. The Office of Human Resources must keep the County's official personnel file for each employee. The official personnel file must not contain any information about an employee's medical or psychological condition.**
- B. The documents in the official personnel file are limited to:**
  - 1. application for employment or promotion that resulted in appointment or promotion;**
  - 2. employment history, including personnel action documents affecting appointment, promotion, transfer, salary change, or other personnel action;**
  - 3. employee identifying information and emergency contact information;**
  - 4. payroll withholding documents;**
  - 5. insurance, retirement, and other records related to employee benefits;**

6. education records submitted with application for employment or promotion, but not routine training records;
7. performance evaluations from the last 5 years;
8. disciplinary actions other than written reprimands;
9. commendations;
10. written reprimands from the last 12 months.

**Section 26.4 Departmental Operating Record**

- A. A department director may maintain employee records necessary for program level operations. Operational records must not contain any information about an employee's physical or psychological condition.
- B. Departmental records shall include records of an employee's training, including selection for training, for the entire period of an employee's employment and must be kept for 6 months after the employee leaves County employment.
- C. If an employee transfers to another department, the DFRS Chief must give the employee's training records to the new department.
- D. The documents in the departmental operating record are limited to:
  1. home address and phone number;
  2. current job information, which may include the job description and location;
  3. employee emergency contact information;
  4. training records;
  5. timesheet and leave data necessary to verify payroll;
  6. leave records from the last 5 years;
  7. performance evaluations and supporting documentation from the last 5 years;
  8. commendations from the last 5 years;
  9. disciplinary actions, excluding written reprimands, from the last 5 years;
  10. documents from health care providers concerning medical appointments, light duty, or return to work, for the last 2 years.
  11. Written reprimands for 12 months.

**Section 26.5 Supervisory File**

- A. A supervisor may maintain a file for each employee supervised that contains documents related to the previous 12 months. Supervisory records must not contain any information about an employee's medical or psychological condition, but may include:**
- 1. Copies of records contained in the departmental operating record;**
  - 2. Commendations and verified complaints from customers concerning the employee's job performance or conduct;**
  - 3. Notes made by the supervisor during a performance review or other counseling sessions with the employee;**
  - 4. Copies of the employee's completed work assignments, draft documents, or work in progress;**
  - 5. Written communications between the employee and the supervisor concerning performance or conduct issues.**
  - 6. Notes from health care providers submitted by employees during the last 12 months to confirm medical appointments, excuses from work, duty status, returns to work, and work restrictions.**
- B. A supervisor must permit an employee to review the supervisory file upon request and provide a rebuttal to any document in the supervisory file and have it placed in the file.**
- C. A supervisor must provide an employee with a copy of any document that the supervisor places in the official personnel file or departmental operating record and allow the employee to submit a rebuttal to any adverse document. The supervisor must have the employee's rebuttal placed in the file. The contents of the supervisory file are to be safeguarded from review by co-workers or station personnel who are not the employee's supervisors.**
- D. Materials in a supervisory file are valid for a period of twelve (12) months, and may be used only during that time or during a rating period covering the period of documentation to support official personnel actions. These materials become a part of an employee's official or operating record only if they are incorporated in or attached to related personnel actions within twelve (12) months from the date they were originated. Materials in a supervisory file, which are not used to support a formal personnel action within 12 months of their inception, cannot serve as the basis for any further personnel actions, and shall be removed from the file.**

- E. A supervisor may maintain informal notes regarding performance or other information about an employee under the supervision of that supervisor. Supervisory notes are not considered official employee records and are not subject to review by the employee or others. Supervisory notes may not be the basis of any adverse action against the employee unless they are incorporated into a document that is given to the employee.**

**Section 26.6 Access to Employee Records**

**Official personnel file, department operating record, and supervisory file. A non-medical employee record is confidential and is available on a need-to-know basis to:**

- 1. the employee's supervisor or the DFRS Chief;**
- 2. the CAO or designee;**
- 3. the OHR Director and staff;**
- 4. the County Attorney and staff; and**
- 5. members and staff of the Merit System Protection Board (MSPB).**

**Section 26.7 Medical Record**

- A. The OHR Director must maintain the medical record of each employee.**
- B. The OHR Director must limit the medical record of an employee to:**
- 1. County medical examination records;**
  - 2. Records obtained or received from a health care provider about the fitness of an employee or applicant or a request for disability retirement;**
  - 3. A medical waiver or release signed by the employee;**
  - 4. A request by the employee's supervisor or the DFRS Chief for an additional or special medical examination and the record of an action taken in response to the request;**
  - 5. Result of a medical test, examination, or procedure including psychological examination or report; and**
  - 6. Information provided by the employee or other person that relates to the health or health care of the employee.**
- C. Medical records are confidential. OHR must maintain medical records in a secure location apart from other employee records.**
- D. An employee's medical record is confidential and is available on a need-to-know basis to:**

1. the CAO or designee;
2. the OHR Director and designated staff;
3. the County Attorney and designated staff;
4. members and designated staff of the MSPB;
5. the Disability Review Panel;
6. the Disability Arbitration Board; and
7. Workers' Compensation administrators.

**No medical information shall be released to anyone who is not listed in (D) above unless the employee has provided a signed authorization, unless otherwise authorized by law.**

**Section 26.8 Expungement**

**The Employer shall remove and destroy adverse material in an employee file (in whatever medium or format it was kept) consistent with this Article.**

**ARTICLE 27 - SENIORITY**

**Section 27.1 Definition**

Seniority of a bargaining unit employee is calculated based on the total service time in the Montgomery County Government merit system as a full time career firefighter/rescuer in Montgomery County, except when breaks in service of two (2) or more years occur. When two or more employees have the same total service time, their relative seniority shall be determined first by their time in the highest attained grade, and only if this factor is equal for the employees involved, then their relative seniority shall be determined by lot. The official seniority list shall be prepared by the Employer and indicate the names, classification, dates of employment and service times as of the date of distribution.

**Section 27.2 Dates of Employment**

Dates of employment for bargaining unit employees shall include the service time from full-time employment as a result of appointment to a permanent position as a career fire fighter or rescue squad employee by the independent fire and rescue corporations of Montgomery County. In the event of a dispute regarding service time under these provisions, enrollment in the appropriate retirement system as provided by the employing agency during the time of disputed service shall serve as the determining factor. Retirement time purchased on a "buy back" basis as a result of military service or service with other agencies in or outside Montgomery County shall not be counted.

## ARTICLE 28 - TRANSFERS

### Section 28.1 Definition

Transfers for the purposes of this agreement shall have the same meaning as provided in Section 21.1 of the Montgomery County Personnel Regulations, amended March 19, 1987 and August 25, 1988. Transfers shall be made by the Employer and usually involve one or more of the following factors:

- A. A change from one merit system position to another;
- B. A change in physical location of the job or position;
- C. A change in duty assignment but within the same occupational class.

### Section 28.2 Reasons for Transfer

The following, while not all-inclusive, may be reason for transferring an employee:

- A. A voluntary request;
- B. A lack of funding resulting from budgetary limitations or loss of federal/state funds;
- C. A change in the approved work program/plan/design;
- D. An administrative reorganization;
- E. A technological change or advancement that impacts on work force needs;
- F. A change in an employee's physical or mental condition;
- G. The resolution of a grievance or other problems affecting the operational efficiency of a unit or organization;
- H. For training or development; or
- I. The need for additional personnel at a specific work site.

### Section 28.3 Qualifications for Transfer

An employee must meet the minimum qualifications for the position to which transferred. Length of County service (seniority) shall be considered when qualified candidates are otherwise deemed reasonably equal.



Section 28.4 Appeal of Transfer

A bargaining unit employee may appeal an involuntary transfer in accordance with Article 38, Grievance Procedure. The appealing employee must show that the action was arbitrary and capricious.

Section 28.5 Notice of Transfers

Bargaining unit employees shall be notified in writing at least two (2) weeks in advance that they are subject to involuntary transfer. The employer shall advise the affected employee of the reasons for the transfer. Upon notification a bargaining unit member subject to an involuntary transfer shall have seven (7) calendar days to reply as to any reasons why he or she does not wish to be transferred. The Fire Administrator or designee will carefully consider any reasons submitted by the employee before proceeding with any transfer.

Section 28.6 Transfers Are Not Details

This article shall not apply to the occasional detailing of bargaining unit employees between and among stations based on short term workload considerations.

Section 28.7 Voluntary Transfers

Voluntary transfers shall be given serious consideration over involuntary transfers, provided that the voluntary transfer applicant meets the minimum qualifications for the vacancy. **An employee may submit a request for a voluntary transfer after having completed 24 months service following his/her initial appointment date as a career fire fighter/rescuer. At such times that only one bargaining unit employee has requested a voluntary transfer to a vacant position, the employer will consider transferring an employee who has spent less than the prescribed period of time in the employee's current assignment.** A bargaining unit employee who seeks a voluntary transfer shall submit his/her request through the chain-of-command to the appropriate bureau chief. Within 30 calendar days of receiving the request, the bureau chief shall inform the employee if the request is granted, held or denied. The employee seeking a voluntary transfer may ask (in writing) that the transfer request be held for a period not to exceed six months. A transfer request that is held at the employee's request remains valid until the desired transfer is granted, the employee rescinds the transfer request or the hold period expires, whichever occurs first. If, at the end of the hold period, the desired transfer has not been granted and the employee has not rescinded the request, the bureau chief must inform the employee if the request is granted or denied.

**ARTICLE 29 - PROMOTIONS**

Section 29.1 Policy

Promotions must be made on a competitive basis after an evaluation of each individual's qualifications. The Employer's promotional program for positions within the bargaining unit

Agreement for the Years July 1, 2002, through June 30, 2005

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should provide that qualified bargaining unit employees are given an opportunity to receive fair and appropriate consideration for higher level positions.

Section 29.2 Reference Materials

The Employer shall identify and make available study materials as described below ninety (90) calendar days prior to the examination. Included in the list of study materials shall be the address of the publishers of the study material. The Employer shall provide copies of study materials as follows:

- A. One set to the President of the Union for the Union Office;
- B. Six sets to be placed at locations agreed to by the President of the Union and the Fire Administrator or designee.

Section 29.3 Notification of Score

Bargaining unit employees who take examinations under this article shall be notified of their final score and the appropriate rating category.

Section 29.4 Seniority and Education

Length of County service (seniority) and job related education shall be considered when qualified candidates for promotion are otherwise deemed reasonably equal.

Section 29.5 Appeal of Reassignment During Probation

A bargaining unit employee who has been promoted and is subsequently reassigned, during or at the conclusion of the promotional probationary period as provided in Section 6.4(f) of the Montgomery County Personnel Regulations (March 1994), to the former grade held prior to the promotion may grieve and arbitrate such action pursuant to Article 38 of this Agreement.

Section 29.6 Class Schedule for Promotions

Classes required for promotion through Master Fire Fighter/Rescuer will be scheduled both for the spring and fall semesters on a shift rotation basis.

ARTICLE 30 - DISCIPLINE

Section 30.1 Policy

The Employer shall not suspend, discharge or otherwise discipline any employee of the bargaining unit except for cause.

Section 30.2 General Procedures

- A. Whenever the Employer proposes to discipline an employee, the Employer shall issue a Statement of Charges to the employee within a reasonable time after the Employer knows or reasonably should have known of the event giving rise to the proposed discipline. **Before taking a disciplinary action other than an oral admonishment, the employer must give the employee a statement of charges that tells the employee:**
1. **the disciplinary action proposed;**
  2. **the specific reasons for the proposed disciplinary action including the dates, times, and places of events and names of others involved, as appropriate;**
  3. **that the employee may respond orally, in writing, or both;**
  4. **who to direct the response to;**
  5. **the deadline for submitting a response; and**
  6. **that the employee may be represented when responding to the statement of charges;**
  7. **that they have a right to request a Pre-Discipline Settlement Conference.**
- B. Upon in-hand receipt of the statement of charges, an employee shall have ten (10) days to submit a written response. **If the employee responds to the statement of charges, the Employer must carefully consider the response and decide:**
1. **if the proposed disciplinary action should be taken;**
  2. **if no disciplinary action should be taken; or**
  3. **if a different disciplinary action should be taken.**
- C. **The Employer must issue a new statement of charges prior to the issuance of a NODA, if the Employer decides that a more severe disciplinary action is appropriate.**
- D. **If the Employer decides to implement the disciplinary action, the Employer shall issue a Notice of Disciplinary Action within a reasonable time, usually thirty (30) days, after the employee has submitted his/her response to the Statement of Charges. A notice of disciplinary action must contain the following information:**
1. **the type of disciplinary action that will be taken;**
  2. **the date on which the disciplinary action will take effect;**

3. the specific reasons for the disciplinary action including dates, time, places, and names of others involved, as appropriate;
  4. whether the employee responded to the statement of charges and if the response influenced the decision on the disciplinary action;
  5. the date on which the disciplinary action will be removed from the employee's department operating record;
  6. a statement of the employee's right to grieve or appeal the disciplinary action, other than an oral admonishment.
- E. A grievance may be filed in accordance with Article 38 of the Agreement within 20 calendar days of the employee's in-hand receipt of the final notice of disciplinary action.

Section 30.3 Disciplinary Examinations

- A. The Union shall be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:
1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  2. The employee requests representation.
- B. If an employee requests to be represented at such an examination, the employer will delay the examination for a reasonable time, to permit the employee the opportunity to arrange representation. **The examination will be delayed for up to eight hours, if there are eight hours available between the time of the employer's demand for an examination and 5:00 p.m. on the same calendar day. If a delay of eight hours will extend beyond 5:00 p.m. on the same calendar day, the examination will be held no later than 9:00 a.m. on the following calendar day, unless the parties have mutually agreed to a different time.**
- C. The Employer is free to terminate any examination of an employee in connection with an investigation at any time for any reason.
- D. The Union shall have no right to represent an employee who is examined as a witness or third party in any investigation or to represent an employee who is being counseled by a representative of the Employer concerning conduct, performance, or any other similar work-related matter.
- E. The employee must answer all work-related questions truthfully, promptly and completely.

**ARTICLE 31 - UNION MEMBERSHIP ON APPARATUS SPECIFICATIONS COMMITTEE**

The Apparatus Specifications Committee shall be administered pursuant to DFRS Policy. The Union President shall appoint a bargaining unit employee for one bargaining unit position on the Committee. Subjects of the Committee shall include but not be limited to:

- A. vehicle weights;
- B. noise levels;
- C. testing procedures;
- D. tire specifications;
- E. and similar or like issues.

The Union representatives on the Apparatus Specification Committee shall be considered to be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to the Union representative who attends meetings on a day off.

**ARTICLE 32 - UNION MEMBERSHIP ON SELF CONTAINED BREATHING APPARATUS  
ADVISORY COMMITTEE**

- A. The SCBA Advisory Committee shall be administered pursuant to DFRS Policy. The Union President shall appoint a bargaining unit employee for one bargaining unit position on the Committee. The Committee shall have the responsibility to discuss, review and recommend standards on SCBA equipment, use, maintenance and related matters in light of OSHA, NIOSH and NFPA 1500.
- B. The Union representative on the SCBA Advisory Committee shall be considered to be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to the Union representative who attends meetings on a day off.

**ARTICLE 33 - DFRS AWARDS COMMITTEE AND EMPLOYEE RECOGNITION**

- A. The awards and recognition procedures shall be administered pursuant to established policy and procedure. The Union President shall nominate three bargaining unit employees for each of the two bargaining unit positions on the DFRS Awards Committee. The Fire Administrator or designee will then appoint, from these six nominees, one employee to each of the two bargaining unit positions on the DFRS Awards Committee.
- B. The Union representatives on the DFRS Awards Committee shall be considered to be on a detail if working during these meetings. Hour for hour compensatory time

or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

- C. **The Employer will determine the size and location of a "red style" Union decal which will be displayed on each side of County owned apparatus used in providing fire, rescue and emergency medical services that are staffed by bargaining unit employees. The decals will be provided by the Union.**

#### ARTICLE 34 - LABOR MANAGEMENT COMMITTEE

- A. There shall be a Labor Management Committee consisting of four Union representatives assigned by the Union President and four Employer representatives. This Committee shall meet monthly to discuss all matters of mutual concern. This Committee shall have the authority to make recommendations to the Union and the Fire Administrator or designee. This Committee shall have no power to add to or amend any existing collective bargaining agreement between the parties or to discuss or adjust any pending grievance(s). The Employer and the Union shall exchange agenda items one week in advance of each meeting.
- B. The Union representatives on the Labor Management Committee shall be considered to be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

#### ARTICLE 35 - HEALTH AND SAFETY

##### Section 35.1 Joint Health and Safety Committee

The Employer shall take all reasonable steps to preserve and maintain the health and safety of its employees and to that end agrees to establish a joint health and safety committee to be composed of three (3) members appointed by the President of the Union from the bargaining unit and three (3) members appointed by the Fire Administrator or designee. The Committee will meet at the request of any three members upon notice. The Chairperson shall serve for six (6) months and shall be selected alternately from among the three (3) members selected by the Employer and the three (3) members selected by the Union. The Committee shall:

- A. Study, review and evaluate any working conditions which affect the health and/or safety of employees;
- B. Study, review and evaluate any equipment used or contemplated for use by the DFRS;
- C. Study, review and evaluate existing or anticipated procedures affecting the health and/or safety of employees.

Either party may refer any matter to the Committee and, after due consideration, the Committee or any three (3) members thereof may make such recommendation(s) deemed appropriate to the Fire Administrator or designee. The Fire Administrator or designee shall consider the recommendations and respond within a reasonable time.

The Union representatives on the Joint Health and Safety Committee shall be considered to be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

#### Section 35.2 Emergency Communications Center

The employer shall purchase five (5) "Domore 3312HB" chairs for the ECC Operations room within 30 days of July 1, 1999, and shall purchase two additional chairs of the same make and model within 30 days of July 1, 2000. Within 30 days of July 1, 2001, the employer shall replace a minimum of three "Domore 3312HB" chairs in the ECC operations room with new chairs of the same make and model (additional new chairs to be purchased in any fiscal year during the term of this agreement as needed). The employer shall make repairs to all chairs in the ECC operations room without regard to when they are scheduled to be replaced. The manufacturer, make and/or model of the chairs identified in this paragraph may be changed at any time if agreed to in writing by both parties to this agreement.

#### Section 35.3 Personal Safety Training

All bargaining unit employees shall receive training in personal safety skills that are necessary for the well-being of the employees when assisting the public. The Joint Health and Safety Committee shall be responsible for developing this training program.

#### Section 35.4 Wellness/Fitness Program

**Consistent with Section B-1 of the Fitness Component of the Memorandum of Agreement - Fire/Rescue Wellness Initiative of 2000, the fitness work plan of the Wellness/Fitness Initiative will be comprised of three components: Education, Fitness and Research.**

**Education: The Employer and the Union will seek available educational materials to improve the overall fitness of all personnel. This is to include reading materials, educational seminars, and in-house programs.**

**Fitness: Each employee will receive a personal fitness assessment. This assessment will provide a baseline for each employee. Each employee will be given a fitness prescription that may provide a combination of nutritional advice, and strength and aerobic training.**

**Research: Baseline data will be gathered to be used to improve the overall fitness of the entire workforce.**

The fitness assessment is non-punitive and is not performed on a pass/fail basis. Individual fitness performance will be compared to baseline data for appropriate age group profiles. Individual fitness prescriptions will be provided, to improve fitness performance, by a fitness specialist. This is the fitness prescription referred to in Article 51 Section A.1 (d) of the parties' collective bargaining agreement. Subject to agreement by the parties, provisions for mandatory participation in the fitness prescription component may be instituted if it is determined that employees refuse to make a good faith effort to comply with the fitness prescription.

**Section 35.5 Incumbent Performance Evaluation**

Consistent with Section B-5 of the Fitness Component of the Memorandum of Agreement - Fire/Rescue Wellness Initiative of 2000, the parties through a joint committee (3 union/3 management) shall develop a performance evaluation tool to determine the overall performance capabilities of unit employees. Good faith efforts shall be made to develop the performance evaluation by December 31, 2002 with implementation beginning March 1, 2003. The familiarization and self-evaluation time period will extend for ten months thereafter. Review of the data from the evaluation period will be made and submitted to the joint committee in order for the committee to determine the effectiveness of the evaluation process and any modification of the evaluation tool, as deemed appropriate.

**ARTICLE 36 - SHIFT STAFFING**

**Section 36.1 Shift Staffing and Safety**

The Employer and the Union agree to cooperate in the continued development of safety programs for the purpose of achieving a safe and healthy work environment within the parameters of the firefighters/rescuer occupational series within the bargaining unit. In aid of the goal of providing a safe and healthy work environment, the Employer and the Union shall work together to promote staffing levels which achieve this goal.

**Section 36.2 Labor/Management Cooperation**

In aid of the provisions of Section 36.1, the Fire Administrator or designee and the President of the Union agree to meet periodically to discuss and cooperate in the setting of staffing levels.

**ARTICLE 37 - TRAINING REQUIREMENT**

Consistent with workload requirements when a Captain or Lieutenant are not available, the officer-in-charge of an engine, truck and rescue squad will be a Master Fire Fighter/Rescuer.



ARTICLE 38 - CONTRACT GRIEVANCE PROCEDURE

Section 38.1 Definition of Grievance

A grievance is defined as a dispute concerning:

- A. The application or interpretation of the terms of this Agreement;
- B. Policies and procedures subsumed in this Agreement;
- C. Changes to existing policies and procedures; and
- D. Future policies and procedures which may violate this Agreement.

Section 38.2 Initiation of a Grievance

At the option of the Union, a grievance may be presented informally by a local representative of the Union or designee of the Union to the appropriate Shift Chief for resolution. If the grievance is not resolved at that stage, it may be processed as provided below.

Section 38.3 First Step of the Grievance Procedure

A grievance shall be presented in writing by the Union to the Bureau Chief within twenty (20) calendar days of the date the employee knew or should have known of the event giving rise to the grievance. Provided that if the grievance is presented to the Shift Chief as provided above, an additional ten (10) days shall be added to the time provided. The Bureau Chief, or his designee, and representatives of the bargaining unit, shall meet and discuss the grievance within fourteen (14) calendar days after it is presented to the Bureau Chief. The Bureau Chief shall respond in writing, to the grievance within fourteen calendar days after the meeting.

Section 38.4 Second Step of the Grievance Procedure

The Union may appeal the decision of the Bureau Chief by presenting a written appeal to the Fire Administrator or designee for Montgomery County (hereinafter Fire Administrator) within fourteen (14) calendar days of the Union's receipt of the Bureau Chief's decision. The Fire Administrator, or his/her designee, and representatives of the bargaining unit, shall meet to discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the Fire Administrator or designee. The Fire Administrator or designee shall respond, in writing, to the grievance within ten (10) calendar days of the meeting.

Section 38.5 Third Step of the Grievance Procedure

The Union may appeal the decision of the Fire Administrator or designee by presenting a written appeal to the Chief Administrative Officer for Montgomery County (hereinafter CAO) within fourteen (14) calendar days of the Union's receipt of the Fire Administrator's or designee's decision. The CAO, or his/her designee, and representatives of the bargaining unit,

shall meet to discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the CAO. The CAO shall respond, in writing, to the grievance within fifteen (15) calendar days of the meeting.

Section 38.6 Binding Arbitration

Upon receipt of the response from the CAO, either party may refer the grievance to arbitration by providing written notice to the other party within sixty (60) days after receipt of the response of the CAO by the Union. The arbitrator shall be chosen from a panel composed of persons agreed to by the parties.

The arbitrators shall be selected to hear succeeding grievances in rotation in the order agreed to by the parties. If the arbitrator slated to hear a grievance cannot hold the hearing within a reasonable time, the next arbitrator shall be selected.

Section 38.7 Arbitration Procedure

Unless the arbitrator believes and determines that the filing of briefs is necessary to a fair and timely consideration of the grievance, neither party shall have the right to file a brief. Either party may request the arbitrator to determine whether the above standard has been met and to authorize the filing of briefs. The arbitrator must submit a written opinion regarding the grievance within thirty days after the hearing. The requirement that the arbitrator's opinion be in writing may be waived only upon written consent of both parties. Costs of the arbitrator's fee and expense shall be borne equally by the parties.

Section 38.8 Powers of Arbitrator

The Arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. He or she shall make such award as he or she shall decide is proper under this Contract. The arbitrator's decision shall be final and binding on all parties.

Section 38.9 Days Defined

The term "days" as used in this grievance procedure shall mean calendar days.

Section 38.10 Processing Grievances During Working Hours

Stewards and Union representatives referred to in this grievance procedure shall be granted three hours administrative leave to process grievances pursuant to this Article during working hours.

Section 38.11 No Reprisals

The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process nor shall such fact be used

Agreement for the Years July 1, 2002, through June 30, 2005

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in recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

Section 38.12 Time Limits

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed.

Section 38.13 Waiver/Appeal

Failure of the Union to appeal a grievance within the specified time limits from the date of receipt of the Employer's answer, unless otherwise waived, will result in the grievance being resolved based upon the last Employer response. Failure of the Employer to respond within the specified time limits, unless otherwise waived, may be treated by the Union as a denial of the grievance at the applicable step.

Section 38.14 Discipline Grievances

Oral admonishments are not subject to review under this procedure. Any employee appealing a suspension, demotion, or dismissal to the Merit System Protection Board waives any right to have the action reviewed under this procedure.

Section 38.15 Exclusivity of Forum

This procedure shall be the exclusive forum for the hearing of any grievance and the exclusive remedy for any grievance as defined in Section 38.1, with the exception of discipline grievances as defined in Section 38.14.

Section 38.16 Granting of Relief

Relief which is granted at any level of this procedure, as stated in any formal grievance, shall end further processing of the grievance.

Section 38.17 Duty to Notify

The Union is the proper party to initiate grievances on behalf of a fire and rescue bargaining unit employee in accordance with the procedures in this article. If a bargaining unit employee files an individual grievance with the Personnel Office under the merit system law which is determined by the Employer to be on a subject of this agreement, the Employer shall notify the Union of the filing of the grievance. The Employer may only provide the Union with the employee's name and the subject of the grievance. An individual employee's filing of such a grievance under the merit system law is a violation of the procedures in this article.

Section 38.18 Alternative Dispute Resolution Processes

The Union and the Employer share a joint interest in resolving disputes arising from the implementation of discipline and other terms and conditions of employment. In order to minimize these disputes and improve the efficiency of governmental operation the parties agree to voluntarily utilize the following processes.

A. Pre-discipline Settlement Conferences

1. After a statement of charges is issued, but before the notice of disciplinary action is issued the parties may voluntarily agree to a pre-discipline settlement conference.
2. Up to 2 standing committees (with alternates) to review proposed discipline may be established.
3. Committee makeup - 3 members (1 Management rep., 1 OHR rep., and 1 Union rep).
4. Participation is voluntary, the Office of Human Resources makes the final decision for County participation.
5. The Committee reviews the recommended level of discipline and the facts of the case and makes a non-binding recommendation. Each side is permitted to make a brief presentation before the Committee. Presentation and format shall be established by the committee.
6. If parties agree with the recommendation of the Committee, Notice of Discipline is issued with no grievance. If the Union disagrees with the committee's recommendation it is free to grieve the Notice of Disciplinary Action. If the county disagrees it may go forward with the notice as originally proposed.
7. The settlement conference option will be considered a part of the informal resolution process of the Contract Grievance Procedure, in using this process an employee waives any right to file with MSPB on suspensions, demotions, and dismissal actions.
8. At either parties' request, a Non-DFRS management representative (selected from an existing MCGEO Pre-Discipline Settlement Conference Committee) will replace the DFRS management representative.
9. Committee members are to be determined and trained by September 1, 1999.
10. Rules of procedure will be established by the parties.

B. Grievance Mediation

1. Upon receipt of Step 3 CAO disposition, the Union and Employer may voluntarily agree to grievance mediation. Grievance mediation must occur prior to deadline for invoking arbitration.
2. Mediator names are to be selected, if available, from FMCS.
3. Participation is voluntary.
4. At grievance mediation each party's presentation will be limited to a brief oral argument.
5. Cost of grievance mediation is split.
6. A mediated solution to the grievance resolves the grievance.
7. Rules of procedure will be established by the parties.

- C. Both alternative dispute resolution processes enumerated above expire on June 30, 2000, continuation of these processes require an affirmation by both parties.

ARTICLE 39 - UNIFORM ADVISORY COMMITTEE

- A. In order **to review the safety of the uniform worn by DFRS employees and to** develop facts and information to aid in the revision of policies pertaining to the components of the Class C and E Uniform, the parties agree to form **an advisory** committee. This **advisory** committee shall meet at reasonable times to complete their review by no later than July 1, 2003. The Uniform **Advisory** Committee shall consist of no more than three (3) members from the Union and **three (3)** members from the employer. Additional individuals may be invited to meetings from time to time to assist in the studies. The committee is authorized to use field-testing consistent with Policy and Procedure 516, Section 10.0. Jointly agreed upon recommendations for policy revision, **including new products/manufacturers** shall be submitted to the DFRS Chief. **The Fire Administrator agrees to include funding for any proposed changes as part of the departmental operating budget submission.** DFRS agrees to implement those jointly agreed upon recommendations by no later than September 1, 2003. Implementation will occur as uniform items currently in inventory at DFRS Property Section are depleted.
- B. The Union representatives on the Uniform **Advisory** Committee shall be considered to be on detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

ARTICLE 40 - EMPLOYEE STATUS

Section 40.1 Notice to Employees

The following notice shall be included with all actions from the Employer to bargaining unit employees by reason of any disciplinary action, termination, reduction in force notice, demotion, promotion, reduction-in-salary:

NOTICE TO BARGAINING UNIT EMPLOYEES

You are entitled to be represented in this matter by Montgomery County Career Fire Fighters Association, Local 1664, International Association of Firefighters, AFL-CIO (Union). If you do/do not wish a copy of documents relating to this matter sent to the Union, indicate by checking the appropriate space below:

☐

I do wish the  
Union to receive  
documents  
relating to  
this matter.

☐

I do not wish  
the Union to  
receive  
documents  
relating to  
this matter.

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Section 40.2 Posting of Seniority List

The Employer shall post annually a current seniority list. **The Employer shall submit the proposed seniority list to the Union by August 15 of each year. Thereafter, within seven (7) calendar days of receipt of a draft seniority list from the Union, the Employer shall post the draft list at all work sites. Employees may then submit objections to the draft list to the Union within the time indicated on the draft list (as determined by the Union), following which the Union and the Employer shall prepare a final seniority list. The Employer shall post the final seniority list at all work sites within seven (7) days of an agreed upon list.**

Section 40.3 Class Specification

The Employer will provide, upon request, copies of current class specifications covering bargaining unit employees.

Section 40.4 Domestic Partners

**For purposes of this Agreement, domestic partners are two people of the same or opposite sex, at least one of whom is in the bargaining unit, and who either:**

- A. Are each at least 18 years old, have consented to share a voluntary, close personal relationship without fraud or duress and are responsible for the welfare of one another. Domestic partners shall have shared the same legal residence for not less than twelve months; and shall not be married to, or engaged in a domestic relationship with, another person. Domestic partners may not be related by blood or affinity in a way that would disqualify them from marriage under Maryland law if either of the partners were of the opposite sex. Domestic partners must be legally competent to enter into legal agreements and share sufficient financial and legal obligations to provide evidence of eligibility for this benefit. In claiming any right under this Agreement relating to a domestic partnership, a bargaining unit member and/or the member's partner will either be required to sign an affidavit under penalty of perjury declaring that they meet the requirements of this subsection and provide sufficient evidence of the domestic partnership as provided in subsection C of this Article, or**
- B. Have legally registered their domestic partnership if a domestic partner registration system exists in the jurisdiction where the unit member resides and the County determines that the legal requirements for registration are substantially similar to the requirements set forth in Section A(1) of this Article. The County will require a unit member to provide an official copy of the domestic partnership registration and provide the evidence described in subsection C of this Article.**
- C. Evidence of sufficient financial and legal obligations includes at least two of the following: joint housing lease, mortgage or deed; joint ownership of a motor vehicle; a joint checking or credit account; designation of the partner as a primary beneficiary of the unit member's life insurance, retirement benefits, or residuary estate under a will; or designation of the partner as holding a durable power of attorney for health care decisions concerning the unit member.**
- D. Benefits extended to domestic partners under this Agreement terminate upon termination of the domestic partnership by death or dissolution or under any other change in circumstances that initially qualified the domestic partnership under subsection A of this Article. The unit member must notify the County within 30 days of the termination of domestic partnership or any change in circumstance. However, upon termination of the relationship the employee shall be immediately entitled to all benefits for which s/he would have been eligible absent the domestic partnership.**
- E. All records and files concerning domestic partnerships shall be maintained in accordance with Article 26 of this Agreement. The Union shall be provided information necessary to monitor, implement, and administer this Agreement**

as it relates to domestic partnerships. Further, the Union agrees to keep all information confidential.

- F. Notwithstanding Article 38 of this Agreement, contract grievances alleging a violation of any provision of this Agreement relating to domestic partnerships shall be submitted to the Director of Human Resources for the County instead of to employees within DFRS; and if not resolved at the Director's level, the grievance may be referred to arbitration in accordance with Section 38.6 of this Agreement. Copies of the grievance shall not be sent to DFRS managers or supervisors.

#### ARTICLE 41 - PRINTING OF CONTRACT

The County agrees to print 1,000 copies of the contract in booklet form to be provided to the Union within ninety days of the effective date of this Agreement. The cover page of the Agreement shall be designed by mutual agreement between the parties. The cost of printing shall be shared equally by the parties.

#### ARTICLE 42 - ECONOMIC AND NON-ECONOMIC PROVISIONS

##### Section 42.1 Economic Provisions

- A. In the event any economic provision of this Agreement becomes inoperative for any reason, that provision shall be subject to re-negotiation at the request of either party.
- B. If, after negotiations, the parties are unable to agree, the matter shall be referred to an Impasse Neutral for resolution.
- C. If the new impasse is the result of action or inaction of the Montgomery County Council, the procedures provided for in Section 33.153(o,p), of the Montgomery County Code, shall be followed.

##### Section 42.2 Non-Economic Provisions

- A. In the event any non-economic provision of this Agreement becomes inoperative, that provision shall be subject to re-negotiation at the request of either party.
- B. If no agreement is reached, the controversy shall be referred to impasse as provided in Section 42.1(B) of this Article.
- C. Changes in any benefit applicable to other Montgomery County Employees shall be made applicable to the bargaining unit provided they are non-economic or if the cost/value is negligible. Any dispute or disagreement concerning the application of this paragraph shall be referred to an Impasse Neutral for



Agreement for the Years July 1, 2002, through June 30, 2005

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resolution. The parties shall meet and discuss any other changes in such benefits and incorporate any agreement reached into this Contract.

ARTICLE 43 - IMPASSE/FACT-FINDING

In the event that either party declares that an impasse has been reached in negotiations over wages, benefits, hours and other terms and conditions of employment, either party may submit the matter to impasse resolution as outlined in Section 33-153 of the Montgomery County Code.

ARTICLE 44 - SEVERABILITY

If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute, or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 45 - ACTION BY MONTGOMERY COUNTY COUNCIL

Pursuant to Section 33-153(p) of the Montgomery County Code this agreement shall provide for automatic reduction or elimination of wage and/or benefits adjustments if:

- A. the Council does not take action necessary to implement the agreement, or a part of it; or
- B. sufficient funds are not appropriated for any fiscal year when this Agreement is in effect.

ARTICLE 46 - UNIFORMS AND EQUIPMENT

Section 46.1 Uniform Shoes

Employees may apply the value of the uniform shoe to an alternate shoe from a mutually agreed upon list of shoes incorporated herein (See Appendix VIII). The approved list may be amended from time to time by mutual agreement of the parties.

Section 46.2 Safety Apparel/Equipment

Each employee covered by this Agreement will be provided with two pairs of fire fighting gloves. **Beginning July 1, 2003, one (1) large gear bag will be provided to accommodate a full set of turn out gear, boots and a helmet. Replacements for these items shall be issued in accordance with the criteria set forth in DFRS Policy and Procedure No. 516.**

**Section 46.3 Personal Property Replacement**

The Employer shall reimburse employees for the replacement of personal items that are lost, damaged or stolen while in the performance of their duties, provided the item(s) is moderately priced, it was reasonable to use the item(s) on duty and the loss, damage or theft was not as a result of negligence. Employees are required to immediately report the loss of, or damage to their personal property to the immediate supervisor, and follow the Employer's procedure for completing the Supervisor's Incident Investigation Report.

**Section 46.4 Class C Uniform Shirts**

Upon depletion of the current inventory of button down Class C shirts, or January 1, 2004 whichever is sooner, the collared golf shirt, short sleeve and long sleeve, will become the only Class C uniform shirt. Prior to the depletion of the current inventory of button down shirts, personnel will be permitted to purchase their own long sleeve golf shirts, provided that the graphics are in compliance with Department Directive 01-01. Additionally, the County will continue to issue short sleeve golf shirts in accordance with the prior collective bargaining agreement. Upon depletion of the button down Class C shirts, or January 1, 2004 whichever is sooner, the County will begin issuing each bargaining unit employee short sleeve and long sleeve golf style shirts until each employee has the required issuance of five shirts of each type. During this transition period the schedule for providing each employee a full complement of the golf style uniform shirt shall be subject to budget limitations. After the initial issuance of the golf shirt, employees shall be issued replacements in accordance with criteria set forth in DFRS Policy and Procedure No. 516.

**ARTICLE 47 - EMPLOYEE ASSISTANCE PROGRAM**

**Section 47.1 Employees Assistance Program (EAP)**

- A. The Employer shall continue to maintain the DFRS Employee Assistance Program for bargaining unit employees that was established through prior negotiations and shall assume the full cost of the program. **Bargaining unit employees shall continue to be eligible to participate in the County's Employee Assistance Program (EAP). All communications between employees and therapists of either the DFRS EAP or the County's EAP are confidential.**
- B. All notes, records or tapes regarding interviews, evaluations or treatment provided by the DFRS EAP to a bargaining unit employee shall not be communicated or released without the express written permission of the employee or his/her authorized representative, unless disclosure is otherwise authorized by law.

- C. All notes, records or tapes regarding interviews, evaluations or treatment provided by the County's EAP to a bargaining unit employee will be held in confidence, to the extent the County can control the actions of the County's EAP, unless disclosure is otherwise authorized by law.

**Section 47.2 Critical Incident Stress Management Team [Peer Support]:**

The County shall provide legal representation to Montgomery County Fire/Rescue bargaining unit employees who make disclosures to, or who are members of, the Critical Incident Stress Management Team (CISMT) in any local, state, and federal civil, criminal, and administrative actions to protect the privilege provided by the Courts and Judicial Proceedings Article, Section 9-109 of the Maryland Annotated Code as amended, or other applicable statute. If a conflict exists under the Rules of Professional Conduct, each employee where the conflict exists, will be represented by separate counsel. The County will not use information in any administrative investigations or proceeding that a CISMT member obtained from a DFRS bargaining unit member who communicates with the CISMT member under an understanding of privilege described in the Courts and Judicial Proceedings Article, Section 9-109 as amended. However, if a DFRS bargaining unit employee discloses information outside of the CISM program, that information may be used as long as the information is otherwise admissible within the bounds of law and contract provisions. Information that was disclosed to a CISMT member in confidence or which is privileged may not be used to corroborate, impeach, or otherwise support any non-privileged disclosure in any County administrative proceeding. A Fire/Rescue bargaining unit employee participating as a member of the CISMT and acting pursuant to the direction of the psychologist or psychiatrist in charge is acting within the scope of the bargaining unit employee's employment for purposes of the Local Government Tort Claims Act. This agreement does not require the County to have or maintain a CISM program, but requires the County to provide the protections described in this agreement for bargaining unit employees who participate in the CISM program whether as a member of the team or in seeking service from the CISMT.

**ARTICLE 48 - JOB SHARING PROGRAM**

**Section 48.1 Purpose and Administration**

The purpose of this program is to allow certain bargaining unit employees the opportunity voluntarily to share a job while working in a part-time/half-time appointment to enable them to care for immediate family dependents. The administration of this program shall not be done in an arbitrary, capricious or discriminatory manner. In order to make the program possible, the county intends unilaterally to create an even number of job sharing, half-time positions within the Department of Fire and Rescue Services. The County has advised that it intends to create at least two such positions as needed to accommodate at least four unit members who participate. It is recognized that the County is not obliged to create, staff or maintain half-time/part-time positions.

Section 48.2 Eligibility

- A. Any two bargaining unit members of **the same class specification who work a 40 hour work week** may apply for this program by requesting a part-time/half-time position, whereby each member works twenty (20) hours per week and thereby shares a full-time bargaining unit job. Work assignments shall be determined by the employer.

**Any two bargaining unit members of the same class specification who work a 42 hour work week may apply for this program by requesting a part-time/half-time position, whereby each member works twenty-one (21) hours per week and thereby shares a full-time bargaining unit job. Work assignments shall be determined by the employer.**

**Any two bargaining unit members of the same class specification who work a 48 hour work week may apply for this program by requesting a part-time/half-time position, whereby each member works twenty (24) hours per week and thereby shares a full-time bargaining unit job. The employer shall determine work assignments.**

Section 48.3 Compensation

Bargaining unit employees in part-time/half-time position(s) will be compensated at their regular hourly rate of pay for all regular hours worked. Work in excess of the regular workday (eight, ten, **twelve, or twenty-four** hours, as applicable) or forty (40), **forty-two (42), or forty-eight (48) hours, (as applicable)** per week shall be compensated at the rate of time and one half.

Section 48.4 Hours and Other Working Conditions

- A. The regular workweek for bargaining unit employees in part-time/half-time position(s) will be twenty (20), **twenty-one (21), or twenty-four (24) hours, as applicable (half-time)**, except for mandatory in-service training and for approved additional hours worked voluntarily.
- B. The employer shall determine the schedule for Job Sharing employees. Job Sharing employees shall be provided work schedules pursuant to the procedures in Article 23 of this Agreement. Job sharing employees may suggest a work schedule to the appropriate supervisor.
- C. The provisions of Article 14 of this Agreement shall apply to Job Sharers, except that the Employer has agreed to pay overtime to a Job Sharer assigned to a work schedule in excess of twenty (20), **twenty-one (21), or twenty-four (24) hours, as applicable**, for the purpose of avoiding paying overtime to other, available personnel whom the employer deems competent.

Section 48.5 Benefits

- A. Retirement Benefits. While in the program, the Job Sharing employee will earn retirement service credits and contribute to the retirement system as provided by the Employees' Retirement System.
- B. Long Term Disability Benefits and premiums shall be governed by the group policy applicable to bargaining unit employees.
- C. Life Insurance Benefits for Job Sharing employees shall be paid on the appropriate pro rata basis.
- D. Tax Deferred Compensation. The maximum salary amount a Job Sharing employee can defer is 25% of the reduced salary.
- E. Article 16, Holidays shall be applied to Job Sharers as follows: Each job sharer shall receive holiday compensation on a 50% pro rata basis.
- F. Annual and sick leave accrual shall be prorated based upon the number of regular hours a Job Sharer is in a paid status per pay period, as provided in Articles 6 and 7 of this Agreement. Paid status includes regular hours worked and all paid leave taken.
- G. If a job sharer becomes disabled in the line of duty, his/her disability retirement pension amount shall be affected in one of the following ways, at the County's option:
  - 1. In accordance with existing practice, prior to the effective date of the employee's retirement, the disabled employee will be restored to duty on a full-time basis so as to enable her/him to qualify for the same benefit she/he would have received had she/he been in full-time service when disabled, subject to the limitations set out below.
  - 2. The County Retirement System (Group G) shall be amended to provide that a Job Sharer's disability retirement benefit shall be based upon the full-time salary she/he would have been earning had she/he not been in the program.
  - 3. The benefit provided for in this sub-section (7) shall not be paid to a "Highly Compensated Employee" within the meaning of §414(q) of the Internal Revenue Code and shall in no event exceed 100 per cent of the participant's average compensation for his/her high three years. The benefit may be terminated or modified, after compensation between the parties, if the Internal Revenue Service advises that it jeopardizes the qualification of the *Employees' Retirement System*.

- H. The following rights and benefits shall be pro rated:
1. Tuition Assistance (ETAP and JITAP only, where the employee is eligible to participate), Parental Leave, Disability Leave, Seniority for purposes of Article 27 of this Agreement, sick leave donations, and all Special Duty Differentials identified in Article 17 of this Agreement.
  2. The following rights and benefits shall not be pro rated:  
Uniforms and Equipment, Grievance Rights, Shift Differential, Call-Back Pay, General Emergency Pay, Bereavement Leave, Administrative Leave, and Annual and Compensatory Leave Carryover.
  3. Any right or benefit not listed in this section and disputed may be grieved and arbitrated pursuant to Article 38 of this Agreement.

Section 48.6 Effects of Certain Actions

- A. Job Sharing may be terminated upon: promotion; request of the employee; or for operational reasons determined by the Employer. Except that the Employer will not use termination from the Job Sharing program as a disciplinary sanction. In the event the Employer terminates the employee from the program involuntarily, the affected employee will receive ninety (90) days notice before being transferred. Any such termination by the Employer will not be arbitrary, capricious or discriminatory. If an employee requests full-time status, the Employer agrees to place the employee in a full-time position in the bargaining unit at the same base salary within six (6) months. The full-time position shall be determined by the Employer.
- B. Any furlough of a Job Sharing employee shall be prorated according to the employee's position equivalency.
- C. Increment dates shall not be changed as a result of participation in the Job Sharing program.
- D. Initial implementation of the program shall commence not sooner than one full pay period, nor later than three full pay periods after the application of two bargaining unit employees who meet the application and eligibility requirements of this Agreement.

Section 48.7 Training Requirements, Certifications, and Re-certifications

It is agreed that it shall be the responsibility of each Job Sharing Employee to maintain all certifications, re-certifications, and training requirements for their position. Should it be necessary for a job sharing employee to attend training sessions during off-duty time, compensation shall be governed by DFRS Policy and Procedure 1201.

Section 48.8 Unilateral Re-opener

It is recognized that the County intends to create, staff and maintain sufficient half time positions to make it possible for at least four employees to participate in the job sharing program created by this Article. If the County does not implement and maintain that intent, then it is agreed that the County shall give the union and all participants at least six (6) months notice and shall promptly resume bargaining over the provisions of a replacement article to implement the parties' commitment to a job sharing program. Failing prompt agreement, either party may declare impasse and the dispute shall be expeditiously submitted to a neutral selected in accordance with the Fire and Rescue Collective Bargaining Law for the last best total package offer binding arbitration.

ARTICLE 49 - COMPENSATORY TIME

Section 49.1 Limitations on Accrual of Compensatory Time

A bargaining unit employee who has a compensatory time balance in excess of 80 hours at the end of the leave year (96 hours for an employee assigned to a 2496-hour work year) may elect to be paid for the excess hours by the first pay period following March 15 of the succeeding year or to carry them over for one year. The carry-over of excess compensatory time must be reduced by no later than December 31 of the succeeding leave year. Unused compensatory time granted to implement a furlough shall be added to the member's compensatory leave balance at the end of the furlough period and treated as above.

Section 49.2 Withholding or Adjustment of Accumulated Compensatory Time

Whenever an employee is indebted to the County, the amount due may be deducted from accumulated compensatory time. Any objection to the deduction may be grieved in accordance with the procedures established in Article 38 of this Agreement.

Section 49.3 Use of Compensatory Time for Purchase of Retirement Service Credits Under the Provisions of the Employee's Retirement System of Montgomery County

An employee wishing to purchase retirement service credits pursuant to the appropriate provisions of the Employees' Retirement System of Montgomery County, may authorize the conversion of accrued compensatory time to a cash value for the purpose of depositing this amount under the retirement system. Not more than 80 hours of compensatory time (96 hours for an employee assigned to a 2496-hour work year) may ever be used for purchase of retirement service credits. The lump-sum cash value of the compensatory time is to be based on the employee's rate of pay as of the date of conversion. The use of compensatory time for this purpose is subject to the availability of lapsed salary monies within an employee's department and to the provisions of the Employees' Retirement System of Montgomery County. Whenever an employee converts compensatory time for the purpose of purchasing retirement service credits, lapsed salary monies in the employee's department or agency may be used, and the monies may be transferred to the Employees' Retirement System of Montgomery County,

whenever recommended by an employee's department head or agency head and approved by the Chief Administrative Officer.

## **ARTICLE 50 - DURATION OF CONTRACT**

### **Section 50.1 Three-Year Agreement**

The duration of this Agreement shall be from July 1, **2002** through June 30, **2005**.

### **Section 50.2 Reopener, Second Year**

**On or before November 1, 2003, either party may initiate negotiations on the following subject: Article 51, Pensions.**

The impasse procedures in the County Fire and Rescue Collective Bargaining Law shall apply to these negotiations. Agreements reached pursuant to such negotiations (including any that may result through impasse procedures) shall become effective as of the first full pay period in July 2004.

## **ARTICLE 51 - PENSIONS**

- A. The employer shall submit proposed legislation to the County Council on or before July 15, 1999, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this collective bargaining agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will effect only those retirement applications filed after the adoption of the legislation.
  - 1. Amend Montgomery County Code § 33-43A to provide that any employee who is or becomes entitled to benefits pursuant to § 9-503 of the labor and employment article of the annotated code of Maryland shall automatically be entitled to service-connected disability retirement benefits under the Montgomery County Employees' Retirement System, subject, however to the following conditions:
    - (a) All bargaining unit employees hired on or after July 1, 1999, shall be tobacco-free (on and off duty) upon appointment and throughout their length of service in the Division of Fire/Rescue Services or be subject to termination.
    - (b) Beginning July 1, 2000, bargaining unit employees who were hired prior to July 1, 1999, shall not use tobacco products (cigarettes, cigars, and/or chewing tobacco) while on duty, and a DFRS sanctioned tobacco cessation program - which must be non-punitive in all respects and which will include both short and long term goals - shall be required for all tobacco users.



- (c) Bargaining unit employees who were hired prior to July 1, 1999, that are found using any tobacco products on duty three times after July 1, 2000, shall not have the benefit of the presumption that an illness listed in section 9-503 of the Maryland Code is service connected when making application for service connected disability retirement benefits [Note: Nothing stated herein shall affect the applicability of the presumption when an employee seeks workers' compensation benefits pursuant to the Maryland Workers' Compensation Act];
  - (d) Bargaining unit employees must participate in a cardio-vascular fitness assessment and evaluation program that is established as a result of any wellness and fitness agreement achieved under the terms of Article 35.4 of the this agreement, and will make a good faith effort to follow any health/fitness prescriptions recommended as a result of a cardio-vascular assessment.
- 2. Amend Montgomery County Code section 33-44(c) to provide that bargaining unit employees in pension Group G of the Employees' Retirement System who become members of the system on or after July 1, 1978, shall receive annual cost-of-living adjustments in their pension benefits as follows: 100% of the change in the consumer price index up to three percent (3%) plus 60% of any change in the consumer price index that is in excess of three percent (3%), subject, however, to a maximum annual cost-of-living adjustment of 7.5%, and provided further, that this maximum shall not apply to either retired members beginning in the fiscal year after the date that they attain age 65 or to retired members who are disabled consistent with section 33-44 (c)(3) of the Montgomery County Code.
- 3. Amend Montgomery County Code section 33-38(a) to provide that bargaining unit employees in pension Group G Employees' Retirement System shall be eligible for normal retirement at age 55 with 15 years of credited service (current law) or at such time they have 25 years of credited service regardless of age and amend Montgomery County Code section 33-42(b) to provide that the amount of pension at normal retirement date shall be computed as follows: 2.0% of final average earnings multiplied by years of credited service through completion of 20 years of credited service; plus 3.0% for completion of years 21 through 24 of credited service; plus 8% for completion of 25 years of credited service; plus 2.0% for credited service exceeding 25 years up to a maximum of 31 years, plus sick leave credits. Partial years of credited service shall be pro-rated based upon the applicable percentage.

4. Amend Montgomery County Code section 33-39(a) to provide that beginning after the implementation date of the retirement benefit changes specified in paragraphs 1 through 3 above, and to the extent permitted by law, the pension contributions for bargaining unit employees in pension Group G who are in the "Optional Retirement Plan" must equal eight and one-half percent (8.5%) of regular earnings; and the pension contributions for bargaining unit employees in pension Group G who are in the "Integrated Retirement Plan" must equal four and three-quarters percent (4.75%) of regular earnings up to the maximum social security wage base, and eight and one-half percent (8.5%) of regular earnings in excess thereof.
5. Amend the Montgomery County Code to provide for an optional Deferred Retirement Option Plan (DROP) for bargaining unit employees. The maximum period of time an eligible employee may participate in the DROP plan will be 36 months. No COLA will be applied to the frozen pension benefit deposited in the DROP account. In addition, the DROP plan shall include the elements set forth in Appendix VII of this Agreement.
6. Amend Montgomery County Code §33-43A to provide for a two tiered benefit level for bargaining unit employees who suffer service connected disabilities. Such two tiered benefit program shall contain the following elements:
  - (a) A minimum benefit of seventy percent (70%) of employee's final earnings in cases where the Disability Review Panel determines the service-connected disability is so severe as to meet the requirements of disability under Social Security, in that the employee is unable to engage in any substantial gainful activity as a result of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. To be eligible for benefits under this section the member does not have to have qualified for Social Security disability benefits.
  - (b) A minimum benefit of fifty two and one-half percent (52½%) of the employee's final earnings in cases where the disability is such that the employee meets the eligibility standard for service connected disability retirement benefits in effect during the term of the preceding agreement between the parties. Alternatively, when an employee is unable to perform the essential functions of their position in their present or a comparable position within the Division of Fire and Rescue Services due to medical reasons, the County may offer at its option, an alternative placement incentive.

This incentive is offered in lieu of a service-connected disability retirement. Voluntary alternative placement in a position within the County government will include a five percent increase in the employee's salary, provided it does not exceed the maximum salary of the pay grade assigned to the alternative position. Any employee who voluntarily accepts the alternative placement incentive shall remain in Pension Group G throughout the remainder of his/her County service. The decision as to whether to accept alternative placement under these circumstances shall be made by the employee, and should the employee decline to accept placement, such decision shall not be introduced or considered to any extent throughout the entire disability retirement application and review process, nor shall the decision to decline to accept placement in any way affect the employee's eligibility for service-connected disability retirement benefits or the amount thereof.

- (c) Any employee accepting the alternative placement under the above conditions waives any right to apply for a service-connected disability retirement provided under 33-43A of the Montgomery County code, based upon the medical condition which caused the alternative placement.
- (d) The service connected disability retirement benefits received by an employee in pension group G shall not be reduced to any extent by any wages, salary, commissions or other income earned or received by the employee outside of County government service.

- B. The parties agree to fully support the legislative proposals drafted pursuant to this agreement to ensure their approval by the Montgomery County Council.

#### ARTICLE 52 – PARAMEDIC CERTIFICATION AGREEMENT

Employees in the bargaining unit who voluntarily transfer or who are promoted to a paramedic position will be required to sign a paramedic certification agreement consistent with Appendix V. In addition, employees who as a condition of hire were required to sign a paramedic certification agreement will remain subject to the provisions of said agreement as specified in Appendix VI while in the bargaining unit. The provisions of the paramedic certification agreement for bargaining unit employees are grievable and arbitrable pursuant to the procedures contained in Article 38 of this Agreement.

## **ARTICLE 53 - RESIGNATION**

### **Section 53.1 Definition**

**Resignation:** An employee's voluntary act to leave County employment.

### **Section 53.2 Notice of Resignation**

An employee should submit a written resignation 2 weeks before the effective date of the resignation. In unusual circumstances, an employee may submit an oral resignation.

### **Section 53.3 Withdrawal of Resignation**

- A.** An employee may withdraw a resignation within 5 calendar days from the date the employee submitted the resignation.
- B.** The department head may approve or deny a written request to withdraw a resignation that is submitted more than 5 calendar days from the date the employee submitted the resignation.

### **Section 53.4 Appeal of Resignation**

A bargaining unit employee may appeal a resignation that the employee believes was involuntary or coerced by filing a grievance under Article 38 of the Agreement.

## **ARTICLE 54 - TUITION ASSISTANCE**

### **Section 54.1**

The Employer-administered tuition assistance fund is available to bargaining unit employees to help pay the costs of education or training.

### **Section 54.2**

Employee tuition assistance is available to bargaining unit employees on a first-come, first-served basis. Once the tuition assistance funds are depleted for the fiscal year, tuition assistance is not available until the next year.

### **Section 54.3**

The Employer may approve the use of Employer-administered tuition assistance to pay for training or education directly related to:

- A.** the employee's current County work or normal career progression; or

- B. a field of study that will prepare the employee to make a career change within the County government.**

#### **Section 54.4**

**Employees may, with the Employer's approval, use the Employer-administered tuition assistance funds for training or education offered by a public or private:**

- A. vocational or business school;**
- B. college or university;**
- C. professional, scientific, or technical institute; or**
- D. organization or component of an organization, including a government agency or business, that offers courses or training.**

#### **Section 54.5**

**The following are acceptable educational objectives that an employee may pursue with tuition assistance funding, if the training or education meets the requirements of (3) and (4) above:**

- A. education or training to obtain a certificate, associate degree, baccalaureate degree, or graduate degree; or**
- B. a credit course, non-credit course or seminar.**

#### **Section 54.6**

**Only the cost of tuition and other direct or compulsory costs of the course such as matriculation, registration, laboratory, and library services are covered by tuition assistance.**

#### **Section 54.7**

**The following do not qualify for tuition assistance:**

- A. credit courses taken on an audit (i.e., no grade) basis;**
- B. books, supplies, and application fees, or extra fees such as late registration or library book returns, parking, travel, food, lodging, and other costs incidental to the credit courses;**
- C. if the tuition assistance benefit would duplicate benefits received for the same educational activity under other programs such as scholarships, veterans'**

**benefits, and educational benefits provided under the Maryland State Fireman's Association.**

**Section 54.8**

**An employee receiving tuition assistance must participate in the educational activity:**

- A. during the employee's off-duty hours; or**
- B. on approved leave, other than administrative leave or Professional Improvement Leave.**

**Section 54.9**

**If an employee does not complete the course work successfully, the employee must reimburse the County in full for all tuition assistance paid by the County for that activity.**

**Section 54.10**

**An employee who received tuition assistance must agree to remain a County employee for at least one year after completing the course. If the employee does not remain employed by the County for the entire one-year period, the employee must repay a prorated amount of the tuition assistance. The tuition assistance does not have to be repaid if the employee dies or retires on a County disability retirement. The Employer may waive repayment of tuition assistance in other extenuating circumstances.**

**Section 54.11**

**The County will increase the maximum annual allowance payable to a bargaining unit employee under the Employee Assistance Program to \$1,030 for FY 2003, \$1,130 for FY 2004, and \$1,230 for FY 2005.**

**ARTICLE 55 – SERVICE INCREMENTS**

**Section 55.1 Definitions**

- A. Service increment: An increase in base salary granted on an annual basis to an eligible employee whose performance is at least satisfactory.**
- B. Service increment date: An employee's date of employment, unless the increment date has been reassigned to a different date.**

**Section 55.2 Eligibility for Service Increment**

An employee with merit system status is eligible for a service increment if:

- A. the employee's performance during the rating period is at least satisfactory, meaning the equivalent of a "Satisfactory Performance" rating; and
- B. the employee's salary is below the maximum for the employee's pay grade.

**Section 55.3 Effective Date of Increment**

A service increment must be effective on the first day of the pay period in which the employee's increment date falls.

**Section 55.4 Amount of Service Increment**

- A. The amount of the service increment should be consistent with the pay plan/salary schedule as provided for in Appendix I, II, or III.
- B. If an eligible employee's base salary would exceed the maximum for the pay grade if the employee received the full pay increase associated with the service increment, the employee shall receive a reduced pay increase that brings the employee's base salary to the maximum of the pay grade.

**Section 55.5 Reassignment of increment date**

- A. The Employer must assign an employee a new service increment date if the employee's:
  - 1. service increment is delayed;
  - 2. increment date occurs during a period of within-grade salary reduction;
  - 3. LWOP exceeds 28 calendar days, excluding LWOP for parental leave, military service, professional improvement, FMLA, or political leave in accordance with Article 12.
- B. If a service increment is delayed, the employee's new increment date is the date on which the delayed increment is finally granted.
- C. If the employee's position is reclassified or reallocated to a higher pay grade, the employee's new increment date is the effective date of the reclassification or reallocation.

**Section 55.6 Delay of Service Increment**

- A. An employee's service increment shall be delayed if the employee's latest annual or interim performance rating was less than satisfactory or the employee's attendance, or conduct has been unsatisfactory.**
- B. To delay an eligible employee's service increment, the Employer must:**
  - 1. give written notice to the employee before the beginning of the pay period in which the employee's increment date falls;**
  - 2. include in the notice to the employee:**
    - a. statement of the reasons for the delay;**
    - b. the next date on which the employee's performance will be reviewed and the service increment granted if the employee's performance or attendance has improved to a satisfactory level;**
    - c. that the employee may file a grievance over the decision under Article 38.**
- C. The employer may delay an employee's service increment if the employee's performance was unsatisfactory during the rating period or the employee was absent for more than 50 percent of the work year, excluding periods of compensatory time, annual leave, parental leave, FMLA, disability leave, military leave, or LWOP for political leave in accordance with Article 12.**
- D. After delaying an employee's service increment, the employer must grant an employee's service increment at the employee's next annual or interim performance review if the employee's performance or attendance has improved to the satisfactory level.**

**Section 55.7 This Article will become effective when the performance evaluation procedure is implemented.**

**ARTICLE 56 - DEMOTION**

**Section 56.1 Definition**

**Demotion: The movement of an employee to a lower-graded class.**

**Section 56.2 Voluntary Demotion**

- A. The employer may demote an employee who requests a demotion or consents in writing to a demotion.**



- B. An employee may request or accept a voluntary demotion:**
  - 1. to avoid termination in a RIF;**
  - 2. for other personal reasons.**
- C. A voluntary demotion must not adversely reflect on the employee's work record or affect the employee's opportunity for promotion to a position for which the employee is qualified.**

**Section 56.3 Involuntary Demotion**

- A. The employer may involuntarily demote an employee if:**
  - 1. upon implementation of the new performance appraisal program the employee receives a less than satisfactory performance evaluation following a written warning, counseling, and at least 3 months opportunity to improve; or**
  - 2. the demotion is for disciplinary reasons consistent with Article 30 of this Agreement.**
- B. The employer must give a written notice of the demotion to the employee at least 10 calendar days prior to the effective date of the demotion and must state in the notice:**
  - 1. the reason for the demotion;**
  - 2. the effective date; and**
  - 3. the employee's appeal rights.**

**Section 56.4 Salary after Demotion**

**The employer must compensate an employee after a demotion as follows:**

- A. Voluntary demotion. The employer may allow an employee to keep the employee's current base salary after a voluntary demotion but must ensure that the employee's salary is:**
  - 1. not increased;**
  - 2. not less than the minimum or more than the maximum salary of the new pay grade or pay band; and**
  - 3. not decreased by more than 20 percent of base salary.**
- B. Disciplinary demotion or demotion resulting from unsatisfactory performance. If an employee is demoted for cause or for unsatisfactory performance, the employer must reduce the employee's salary by no more than 20 percent of base salary.**

**C. Demotion resulting from reduction-in-force or disability.**

- 1. If an employee is demoted as a result of reduction-in-force, the department director must allow the employee to retain the salary received immediately prior to the effective date of the demotion. If the demoted employee's salary exceeds the new pay grade, the department director must allow the employee to retain the salary for 2 years after the demotion.**
- 2. The Employer must not approve a salary increase for an employee whose base salary exceeds the maximum salary for the pay grade. At the end of the 2-year salary retention period, the department director must reduce the employee's base salary to the maximum for the pay grade of the employee's position.**

**Section 56.5 Appeal of Involuntary Demotion**

**An employee may appeal an involuntary demotion including a reduction-in-force and the amount of the salary reduction associated with the demotion by filing a grievance under Article 38.**

**ARTICLE 57 – EMERGENCY COMMUNICATIONS CENTER**

**Section 57.1 Overtime**

Personnel assigned to the Emergency Communications Center shall be considered **eligible for selection** for overtime **work** in the Bureau of Operations, consistent with workload requirements as determined by management.

**Section 57.2 Differentials**

An employee who is transferred, promoted, demoted or re-appointed will be compensated for special pay differential entitled to the incumbent of a position designated for a differential. An employee who is transferred, promoted, demoted, or re-appointed from a position entitled to a special pay differential to a position not so entitled will forfeit such additional compensation.

**A. Special Duty Differential**

Assignment – F/T	\$3650
Assignment – P/T	\$1366
Certification	\$ 730

**B. Shift Differential**

Each bargaining unit employee assigned to the Emergency Communications Center shall receive \$1.45 for each hour worked between 7:00 p.m. and 6:59 a.m.

**C. Field Training Differential**

**Emergency Communications Center employees assigned to train new unit members shall receive a field-training differential of \$2.25 for each hour of training. This differential will be for hours actually worked with the trainee.**

**D. Employees shall be eligible for the differentials enumerated above based upon criteria in effect at the time of initiation of this Agreement.**

**Section 57.3 Impact of Special Pay Differential on Other Compensation and Benefits**

**The pay differentials listed above in Section 57.2 given as assignment pay, as well as amounts received as working out of class pay, shall be added to the employee's base pay and shall be factored in when computing overtime and retirement. Employees eligible for certification pay for one of the above differentials will be paid in a lump sum, once a year and such pay will not be factored into computing overtime and retirement.**

**Section 57.4 Hours of Work**

**Hours of work for bargaining unit Communications Division personnel, shall be an average of 42 hours per week and shall work either 2-12 hour days and 2-12 hour nights and have 4 days off, or 2-12 hour shifts and one (1) 24 hour shift in operations with 5 days off, or 4-12 hour periods during a swing shift and have 4 days off. Every effort will be made to ensure that bargaining unit employees assigned to ECC will be given the opportunity to work in Operations a minimum of one 24 hour shift per month. In addition, all medics assigned to the ECC will be detailed to Operations to ensure maintenance of their medic certification, as established by the Division of Fire Rescue Services.**

**Section 57.5 Equipment**

**The employer will issue one (1) personal headset to each person assigned to the Communications Center full time. Part time Emergency Center personnel will be issued one personal headset for their use while at the ECC. Management will provide a minimum of three headset options for the employee to choose from. Issue and replacement of headsets will be as outlined in Policy and Procedure 601, *Property Accountability* and 516, *Uniforms*.**

**Section 57.6 Chairs**

**The Employer will make repairs to all chairs in the ECC operations room without regard to when they are scheduled to be replaced. The manufacturer, make and/or model of the chairs, may be changed at any time if agreed to in writing by both parties to this Agreement.**


**Section 57.7 Details/Leave to Attend Classes for Promotion**

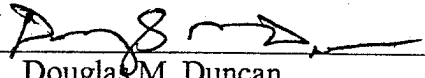
**Bargaining unit employees assigned to the Emergency Communications Center who are registered for training academy classes that are a prerequisite for promotion shall be detailed during their work shifts as necessary to attend such classes, provided that the operational needs are met as determined by the Employer.**

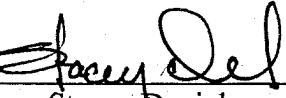
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this 17th day of April 2002.

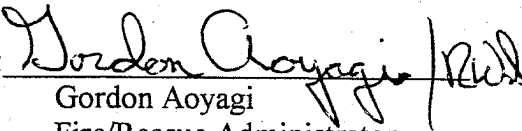
MONTGOMERY COUNTY CAREER  
FIRE FIGHTERS ASSOCIATION  
LOCAL 1664, AFL-CIO

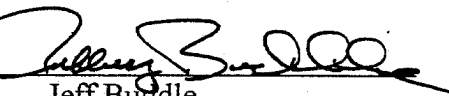
MONTGOMERY COUNTY, MARYLAND

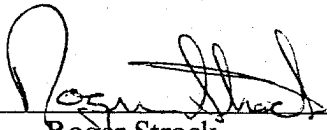
By:   
John Sparks  
President

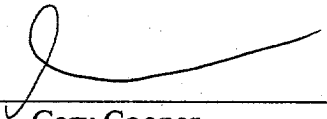
By:   
Douglas M. Duncan  
County Executive


By:   
Stacey Daniel  
Negotiations Chair

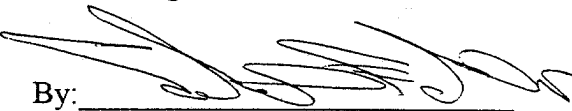
By:   
Gordon Aoyagi  
Fire/Rescue Administrator

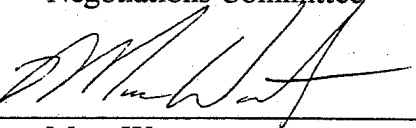
By:   
Jeff Buddle  
Negotiations Committee

By:   
Roger Strock  
Chief, Division of  
Fire/Rescue Services

By:   
Gary Cooper  
Negotiations Committee

By:   
Kathy Draper  
Negotiations Committee

By:   
Robert Ford  
Negotiations Committee

By:   
Marc Worton  
Negotiations Committee

David Stevenson 4/4/02  
Approved for Form and Legality  
County Attorney

Date: \_\_\_\_\_

**MONTGOMERY COUNTY GOVERNMENT  
FIRE/RESCUE BARGAINING UNIT  
SALARY SCHEDULE  
FISCAL YEAR 2003**

<b>GRADE</b>	<b>F1 FIRE FIGHTER RESCUER I</b>	<b>F2 FIRE FIGHTER RESCUER II</b>	<b>F3 FIRE FIGHTER RESCUER III</b>	<b>F4 MASTER FIRE FIGHTER RESCUER</b>
A	\$30,374	\$31,893	\$33,488	\$36,837
B	\$31,438	\$33,010	\$34,661	\$38,127
C	\$32,539	\$34,166	\$35,875	\$39,462
D	\$33,678	\$35,362	\$37,131	\$40,844
E	\$34,857	\$36,600	\$38,431	\$42,274
F	\$36,077	\$37,881	\$39,777	\$43,754
G	\$37,340	\$39,207	\$41,170	\$45,286
H	\$38,647	\$40,580	\$42,611	\$46,872
I	\$40,000	\$42,001	\$44,103	\$48,513
J	\$41,400	\$43,472	\$45,647	\$50,211
K	\$42,849	\$44,994	\$47,245	\$51,969
L	\$44,349	\$46,569	\$48,899	\$53,788
M	\$45,902	\$48,199	\$50,611	\$55,671
N	\$47,509	\$49,886	\$52,383	\$57,620
O	\$49,172	\$51,633	\$54,217	\$59,637
LS (20 Years Completed)	\$50,894	\$53,441	\$56,115	\$61,725

<b>GRADE RANK</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>	<b>MAXIMUM LONGEVITY</b>
B1 FIRE/RESCUE LIEUTENANT	\$40,524	\$65,604	\$67,901
B2 CAPTAIN	\$45,698	\$73,982	\$76,572

**EFFECTIVE JULY 14, 2002**

**MONTGOMERY COUNTY GOVERNMENT  
FIRE/RESCUE BARGAINING UNIT  
SALARY SCHEDULE  
FISCAL YEAR 2004**

<b>GRADE</b>	<b>F1 FIRE FIGHTER RESCUER I</b>	<b>F2 FIRE FIGHTER RESCUER II</b>	<b>F3 FIRE FIGHTER RESCUER III</b>	<b>F4 MASTER FIRE FIGHTER RESCUER</b>	<b>B1 FIRE/RESCUE LIEUTENANT</b>	<b>B2 FIRE/RESCU CAPTAIN</b>
A	\$32,539	\$34,166	\$35,875	\$39,463	\$43,412	\$48,954
B	\$33,678	\$35,362	\$37,131	\$40,845	\$44,932	\$50,668
C	\$34,857	\$36,600	\$38,431	\$42,275	\$46,505	\$52,442
D	\$36,077	\$37,881	\$39,777	\$43,755	\$48,133	\$54,278
E	\$37,340	\$39,207	\$41,170	\$45,287	\$49,818	\$56,178
F	\$38,647	\$40,580	\$42,611	\$46,873	\$51,562	\$58,145
G	\$40,000	\$42,001	\$44,103	\$48,514	\$53,367	\$60,181
H	\$41,400	\$43,472	\$45,647	\$50,212	\$55,235	\$62,288
I	\$42,849	\$44,994	\$47,245	\$51,970	\$57,169	\$64,469
J	\$44,349	\$46,569	\$48,899	\$53,789	\$59,170	\$66,726
K	\$45,902	\$48,199	\$50,611	\$55,672	\$61,241	\$69,062
L	\$47,509	\$49,886	\$52,383	\$57,621	\$63,385	\$71,480
M	\$49,172	\$51,633	\$54,217	\$59,638	\$65,604	\$73,982
N	\$50,894	\$53,441	\$56,115	\$61,726	\$67,901	\$76,572
O	\$52,676	\$55,312	\$58,080	\$63,887	\$70,278	\$79,253
LS (20 Years Completed)	\$54,520	\$57,248	\$60,113	\$66,124	\$72,738	\$82,027

**EFFECTIVE JULY 13, 2003**

**MONTGOMERY COUNTY GOVERNMENT  
FIRE/RESCUE BARGAINING UNIT  
SALARY SCHEDULE  
FISCAL YEAR 2005**

<b>GRADE</b>	<b>F1 FIRE FIGHTER RESCUER I</b>	<b>F2 FIRE FIGHTER RESCUER II</b>	<b>F3 FIRE FIGHTER RESCUER III</b>	<b>F4 MASTER FIRE FIGHTER RESCUER</b>	<b>B1 FIRE/RESCUE LIEUTENANT</b>	<b>B2 FIRE/RESCU CAPTAIN</b>
A	\$34,857	\$36,600	\$38,430	\$42,273	\$46,505	\$52,442
B	\$36,077	\$37,881	\$39,776	\$43,753	\$48,133	\$54,278
C	\$37,340	\$39,207	\$41,169	\$45,285	\$49,818	\$56,178
D	\$38,647	\$40,580	\$42,610	\$46,870	\$51,562	\$58,145
E	\$40,000	\$42,001	\$44,102	\$48,511	\$53,367	\$60,181
F	\$41,400	\$43,472	\$45,646	\$50,209	\$55,235	\$62,288
G	\$42,849	\$44,994	\$47,244	\$51,967	\$57,169	\$64,469
H	\$44,349	\$46,569	\$48,898	\$53,786	\$59,170	\$66,726
I	\$45,902	\$48,199	\$50,610	\$55,669	\$61,241	\$69,062
J	\$47,509	\$49,886	\$52,382	\$57,618	\$63,385	\$71,480
K	\$49,172	\$51,633	\$54,216	\$59,635	\$65,604	\$73,982
L	\$50,894	\$53,441	\$56,114	\$61,723	\$67,901	\$76,572
M	\$52,676	\$55,312	\$58,078	\$63,884	\$70,278	\$79,253
N	\$54,520	\$57,248	\$60,111	\$66,120	\$72,738	\$82,027
O	\$56,429	\$59,252	\$62,215	\$68,435	\$75,284	\$84,898
LS (20 Years Completed)	\$58,405	\$61,326	\$64,393	\$70,831	\$77,919	\$87,870

**EFFECTIVE JULY 12, 2004**



**PROMOTION/ TRANSFER AGREEMENT**

**FOR POSITIONS REQUIRING PARAMEDIC CERTIFICATIONS**

Montgomery County has determined that provision of advanced life support (ALS) paramedic services is a critical part of the services provided by the Division of Fire and Rescue Services to the citizens of our County. The goal of the Division to promote/transfer, and maintain a sufficient number of employees who have, or are able to obtain, paramedic certification as required by the County. It is also a goal of the Division to move towards providing a "fire day" to paramedics once every three weeks.

In order to achieve this goal, the County has actively recruited individuals, and you have been selected for either promotion or transfer to a position which requires paramedic certification from among the eligible applicants based on your present Montgomery County, Maryland paramedic certification.

In consideration of the preferential offer of promotion/transfer made to you, you must agree to all of the following continuing terms and conditions of employment. Failure to maintain any term or condition for the duration of the Agreement may result in your immediate involuntary demotion. The employer, Montgomery County, in its sole discretion, retains the exclusive right to offer alternatives such as transfer, should you fail to maintain the Agreement's provisions.

**TERMS OF THE AGREEMENT**

1. I agree to maintain my paramedic certification, as specified by Montgomery County, Maryland, for a continuous period of 3 years from date of promotion or transfer to a position requiring paramedic certification. Upon completion of the 3<sup>rd</sup> year, I may maintain my paramedic certification, or allow it to terminate, at my sole discretion, and without any penalty or loss of benefit associated with my employment with Montgomery County.
2. If I am promoted during the 3-year term of this Agreement, I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland paramedic certification for the remainder of the 3-year term, even though I may be promoted to a position which does not require paramedic certification.
3. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as a paramedic at multiple work sites as determined by the employers.
4. I understand and agree that failure to maintain any of the terms or conditions of this Agreement for its duration may result in my immediate demotion. Should I not maintain

#### Appendix IV - A

my paramedic certification for the required 3 consecutive years as I have agreed to do, I understand that the employer, at their sole discretion, may provide alternative work placement for me in the Firefighter/Rescuer occupational series. I fully agree and understand that management has this right, but I neither have, nor accrue, nor obtain any right, benefit, or privilege to retain position or rank with Montgomery County government should I for any reason lose my paramedic certification prior to the end of the 3 year Agreement period. I understand that I can grieve or arbitrate any action taken against me pursuant to Article 38 of the parties collective bargaining agreement as a result of my alleged failure to maintain the terms or conditions of this Agreement.

I acknowledge that I have read this Agreement and that I understand all of the terms and provisions contained in the Agreement. I further understand that all of the terms of this Agreement become binding upon my signature below.

_____ Promotion/Transfer Candidate (sign/print name)	_____ Date
---	---------------

_____ Witness	_____ Date
------------------	---------------

_____ Chief Roger W. Strock Division of Fire and Rescue Services	_____ Date
--	---------------

**AGREEMENT TO OBTAIN & MAINTAIN**

**PARAMEDIC CERTIFICATION**

**EMPLOYEES HIRED AFTER AUGUST 1, 1998**

Montgomery County has determined that provision of advanced life support (ALS) paramedic services is a critical part of the services provided by the Division of Fire and Rescue Services to the citizens of our County. The goal of the Division is to recruit or train, and retain a sufficient number of employees who have, or are able to obtain, National Registry Emergency Medical Technician-Paramedic (NREMT-P) paramedic certification as required by the County. It is also a goal of the Division to move towards providing a "fire day" to paramedics once every three weeks.

In order to achieve this goal, the County has actively recruited individuals who have expressed a desire to become a Montgomery County, Maryland NREMT-P certified paramedic, and you have been selected for employment with Montgomery County, Maryland from among the eligible applicants based on your expressed intent to obtain such certification within 3 years from the date of employment with the County, at no cost to the employee.

In consideration of the preferential offer of employment made to you, you must agree to all of the following continuing terms and conditions of employment. Failure to maintain any term or condition for the duration of this Agreement may result in your immediate termination. The employer, Montgomery County, in its sole discretion, retains the exclusive right to offer alternatives, such as demotion or transfer, should you fail to maintain the Agreement's provisions.

**TERMS OF THE AGREEMENT**

1. I agree to obtain paramedic certification within three (3) years of my employment with Montgomery County, Maryland, and I further agree to maintain Montgomery County, Maryland NREMT-P paramedic certification for a period of 7 consecutive years from the date that I obtain initial Montgomery County, Maryland NREMT-P paramedic certification. Upon completion of the 7<sup>th</sup> year, I may maintain my paramedic certification, or allow it to terminate, at my discretion, and without any penalty or loss of benefits associated with my employment with Montgomery County. If I have not obtained this certification as described above within 3 years from my date of appointment then I understand that my pay may be reduced, I may be demoted or reassigned, or my employment may be terminated.
2. If I am promoted during the 7-year term following my attainment of Montgomery County NREMT-P paramedic certification, I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland NREMT-P paramedic certification for the remainder of the 7-year term, even though I may be promoted to a position which does not require paramedic certification.

## Appendix IV - B

3. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as a paramedic at multiple work sites as determined by the employer.
4. I understand and agree that failure to maintain any terms or conditions of this Agreement for its duration may result in my immediate termination from employment. Should I not maintain my paramedic certification for the required 7 consecutive years as I have agreed to do, I understand that the employer, at their sole discretion, may provide alternative work placement for me in the Firefighter/Rescuer occupational series. I fully agree and understand that management has this right, but I neither have, nor accrue, nor obtain any right, benefit, or privilege to retain employment, or to receive an alternative assignment, should I for any reason lose my paramedic certification prior to the end of the 7 year Agreement period. I understand that upon completion of my probationary period I can grieve or arbitrate any action taken against me pursuant to Article 38 of the parties collective bargaining agreement as a result of my alleged failure to maintain the terms or conditions of this Agreement.
5. If I do not obtain and maintain Montgomery County, Maryland NREMT-P paramedic certification for 7 consecutive years and if I have obtained certification as a paramedic through an employer sponsored training program as described in paragraph one (1) above, then I agree to reimburse Montgomery County, Maryland for all reasonable costs of that training, including any overtime compensation which I have received in conjunction with this training, but not to exceed the sum of \$5,000. The training for which I may be held financially liable includes, but is not limited to, classroom training in provision of advanced emergency medical services, clinical training in both pre-hospital and hospital settings, and practical experience in the provision of advanced medical treatments for sick and injured persons.

I acknowledge that I have read this Agreement and that I understand all of the terms and provisions contained in the Agreement. I further understand that all of the terms of this Agreement become binding upon my signature below.

\_\_\_\_\_  
Employment Candidate(sign/print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Roger W. Strock  
Division of Fire and Rescue Services

\_\_\_\_\_  
Date

**AGREEMENT TO MAINTAIN**

**PARAMEDIC CERTIFICATION**

**EMPLOYEES HIRED AFTER AUGUST 1, 1998**

Montgomery County has determined that provision of advanced life support (ALS) paramedic services is a critical part of the services provided by the Division of Fire and Rescue Services to the citizens of our County. The goal of the Division is to recruit or train, and retain a sufficient number of employees who have, or are able to obtain, National Registry Emergency Medical Technician-Paramedic (NREMT-P) paramedic certification as required by the County. It is also a goal of the Division to move towards providing a "fire day" to paramedics once every three weeks.

In order to achieve this goal, the County has actively recruited individuals with paramedic certifications, and you have been selected for employment with Montgomery County, Maryland from among the eligible applicants based on your present paramedic certification with Montgomery County, Maryland or another certifying agency.

In consideration of the preferential offer of employment made to you, you must agree to all of the following continuing terms and conditions of employment. Failure to maintain any term or condition for the duration of this Agreement may result in your immediate termination. The employer, Montgomery County, in its sole discretion, retains the exclusive right to offer alternatives, such as demotion or transfer, should you fail to maintain the Agreement's provisions.

**TERMS OF THE AGREEMENT**

1. I agree to obtain Montgomery County, Maryland NREMT-P paramedic certification within one (1) year from my date of hire. The employer, Montgomery County government, agrees to assist and support me in obtaining the necessary reciprocity or remedial training necessary to obtain this certification, at no cost to me. I understand and agree to aggressively participate in any required remedial training, and/or complete any reciprocity process required to obtain this certification.
2. Once I have obtained Montgomery County, Maryland NREMT-P paramedic certification, I agree to maintain Montgomery County, Maryland NREMT-P paramedic certification for a period of 7 consecutive years from date of employment, or from initial Montgomery County, Maryland NREMT-P paramedic certification, whichever occurs later. Upon completion of the 7<sup>th</sup> year, I may maintain my paramedic certification, or allow it to terminate, at my discretion, and without any penalty or loss of benefits associated with my employment with Montgomery County.
3. If I am promoted during the 7-year term of this Agreement I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland NREMT-P paramedic

## Appendix IV - C

certification for the remainder of the 7-year term, even though I may be promoted to a position which does not require certification.

4. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as a paramedic at multiple work sites as determined by the employer.
5. I understand and agree that failure to maintain any of the terms or conditions of this Agreement for its duration may result in the immediate termination of my employment. Should I not obtain Montgomery County NREMT-P paramedic certification within one (1) year, or maintain my paramedic certification for the required 7 consecutive years as I have agreed to do, I understand that the employer, at their sole discretion, may provide alternative work placement for me in the Firefighter/Rescuer occupational series. I fully agree and understand that management has this right, but I neither have, nor accrue, nor obtain any right, benefit, or privilege to retain employment with Montgomery County, Maryland, or to receive an alternative assignment, should I for any reason lose my paramedic certification prior to the end of the 7 year Agreement period. I understand that upon completion of my probationary period I can grieve or arbitrate any action taken against me pursuant to Article 38 of the parties collective bargaining agreement as a result of my alleged failure to maintain the terms or conditions of this Agreement.
6. If I do not maintain Montgomery County, Maryland NREMT-P paramedic certification for 7 continuous years and if I have obtained certification as a paramedic through an employer sponsored program as described in paragraph one (1) above, then I agree to reimburse Montgomery County, Maryland for all reasonable costs of that training, including any overtime compensation which I have received in conjunction with this training, but not to exceed the sum of \$5,000. The training for which I may be held financially liable includes, but is not limited to, classroom training in provision of advanced emergency medical services, clinical training in both pre-hospital and hospital settings, and practical experience in the provision of advanced medical treatments for sick and injured persons.

I acknowledge that I have read this Agreement and that I understand all of the terms and provisions contained in the Agreement. I further understand that all of the terms of this Agreement become binding upon my signature below.

\_\_\_\_\_  
Employment Candidate (sign/print name)      Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Roger W. Strock  
Division of Fire and Rescue Services

\_\_\_\_\_  
Date

## APPENDIX V

MEMORANDUM OF UNDERSTANDING  
CONCERNING COMPENSATION FOR WORKING OUT OF CLASS  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND  
MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 1664, AFL-CIO

The parties have agreed on certain compensation procedures for bargaining unit employees in the firefighter/rescuer classification series of Firefighter II, III and Master Firefighter as follows:

A. Master Firefighter/Rescuer

1. For a Master Firefighter working out of class at the rank of Lieutenant, the employee shall become eligible for pay once he/she has worked out of class during any consecutive six (6) months for more than 525 hours for an employee who works a 48 hour schedule, more than 457 hours for an employee who works a 42 hour schedule, and more than 434 hours for an employee who works a 40 hour schedule. The period of time for calculating such pay shall be any consecutive six (6) months. Working out of class pay shall be 5% of the employees' base salary. The Master Firefighter shall receive the additional pay only for the hours worked out of class once the employee becomes eligible.
2. For a Master Firefighter working out of class at the rank of Captain, working out of class pay shall be 5% of the employees' base salary. The period of time for calculating such pay shall be any consecutive six (6) months. The Master Firefighter shall receive the additional pay only for the hours worked out of class.

B. Firefighter/Rescuer II and III

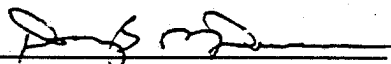
For a Firefighter II or III working out of class at the rank of Lieutenant or Captain, working out of class pay shall be 5% of the employees' base salary. The period of time for calculating such pay shall be any consecutive six (6) months. The Firefighter II or III shall receive the additional pay only for the hours worked out of class.

- C. The provisions of the memorandum of understanding shall be grievable and arbitrable pursuant to the procedure found in Article 38 of the parties collective bargaining agreement.

Memorandum of Understanding  
Concerning Compensation for  
Working out of Class - continued

- D. Requests for payment under this program which are submitted more than one year from the start date of any six month period will not be processed, and no compensation is due.
- E. Claims submitted for a six month period within the last year, will be acted upon and paid in a timely manner. Reasons for denial of a claim must be in writing.
- F. This Memorandum of Understanding will become effective on July 1, 1999 and will expire June 30, 2002.

FOR THE MONTGOMERY COUNTY  
GOVERNMENT

  
Douglas M. Duncan  
County Executive  
Montgomery County

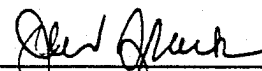
Date: 7/1/99

Approved for form and legality.

  
Gerald H. Hansen  
County Attorney

Date: 6/7/99

FOR THE MCCFFA, IAFF  
LOCAL 1664, AFL-CIO

  
John Sparks, President  
MCCFFA, IAFF, Local 1664  
AFL-CIO

Date: 6-9-99



**DROP PLAN FEATURES**

Eligibility	Any time after completion of 25 years of service (Military Service Credit included).
Drop Account (Three Components)	Employee's monthly pension benefit; Employee's pension contribution (pre-tax); Interest @ 8.25% compounded quarterly.
Monthly Pension	Accrued benefit frozen upon entering DROP.
Term Election	3 years with yearly opt out permitted (on anniv. of entrance to DROP);
Retirement	Upon completion of 3 years of DROP participation, or earlier opt out (see above); Employee cannot continue in DFRS employment; Employee receives DROP Account distribution (see below) and begins to receive monthly pension benefit (accrued benefit at time of entering DROP + COLA increases).
Form of Distribution of DROP Account	Lump sum cash payment; or Lump sum rollover to IRA; or Annuitize.
Service-Connected Disability During DROP period	The participant will be entitled to either (at participant's option): 1. The actuarial value of his service retirement benefit and his DROP account, or 2. The service-connected disability benefit that would have applied if he had not elected DROP.
Death During Drop Period	The participant's spouse/beneficiary will receive the greater of: 1. The value of the participant's DROP account and the applicable survivor's benefit based on the participant's monthly pension amount (including COLAS); or 2. The service-connected death benefit that would have applied if the participant had not elected DROP.



DEPARTMENT OF FIRE AND RESCUE SERVICES  
MONTGOMERY COUNTY, MD.

DIRECTIVE

NUMBER: 93-26

DATE: November 2, 1993

TO: ALL DFRS Personnel

FROM: Chief Jon C. Grover, Director  
Department of Fire and Rescue Services

SUBJECT: Uniform Shoes

*WTB ACTING*

The contract between the County and the Union, in Section 45.1, Uniform Shoes, states that "employees may apply the value of the uniform shoe to an alternate shoes [sic] from a mutually agreed upon list of shoes". This directive establishes the reporting and reimbursement procedure for implementing this agreement.

The approved list of uniform shoes includes:

Sears,	Die Hard	Models 82102, 82402
Warrington,	Pro Boots (10" only)	Models 2006
Weinbrenner	Thorogood Boot	Models LSP105, LSP016
Rocky	Eliminator	Model LSP072

Employees seeking reimbursement, up to the value of the issued shoes, for purchase of one of these boots must provide the Property Section with a completed "Request for Payment Form" (County Form 1010, copy attached). Please include your full name, DFRS I.D. number, complete home address, and attach an original dated receipt which provides shoe description and place of purchase.

The Property Section will validate the request, and process payment. Payment will be made to the employee by check mailed directly to the address of record.

Routinely, only one issued or alternate pair of shoes will be authorized every 12 month period.

## APPENDIX VIII

### MEMORANDUMS OF UNDERSTANDING AND SIDE BAR LETTERS

The following side bar letters are listed for reference purposes only. These side bar letters are not subsumed into this contract.

DATE	SUBJECT
5/1/89	Final Policies and Procedures Referred to in the Collective Bargaining Agreement
5/1/89	Work Substitution Policy
5/1/89	Weather Policy
5/1/89	Light Duty Assignments for Rehabilitation
5/19/89	Staffing Levels
8/7/89	Side Bar Letters to IAFF 1664 Contract
5/21/93	Transfers to Work-sites Where Volunteer Service has been Performed
8/3/93	Contract Deletions and Midterm Changes
3/26/97	Contract Amendments
3/99 & 4/99	Side Bar Letters to IAFF 1664 Contract
2/02 & 3/02	Side Bar Letters to IAFF 1664 Contract